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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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## CURRENT TOPICS.

FROM THE Easter vacation notice, which we print elsewhere, it will be seen that Mr. Justice FARWELL will act as the vacation judge, and sit in King's Bench Chambers on Thursday, the 11th of April.

THE ANSWER given by the Attorney-General on Monday to Sir W. FOSTER'S question with reference to the extension of the system of compulsory registration of title was very unsatisfactory. After stating that the total number of titles registered to the end of February [*i.e.*, with a possessory, qualified, or absolute title] was 17,281, *of which 756 were prior to the 31st of December*, 1898, the Attorney-General added that "no case for holding an inquiry into the working of the Act has been established. Its extension is intended to be gradual, and its working will be tested from time to time by experience of the system in actual operation." It will be seen that the experimental character of the three years' term is wholly repudiated, and that, unless vigorous representations are made, the Land Registry Octopus will stretch out its suckers in any direction which may be found convenient. We have shewn that, as regards registration with an absolute title, the system, even in the compulsory district, is a failure—only thirteen applications for such registration having been advertised within the twenty weeks expiring on the 16th inst., and no application for such registration being made within that period as to land outside the compulsory district. We do not propose to continue our observations on advertisements of applications for registration; but we hope that the Incorporated Law Society will keep a register of all such advertised applications.

A BILL has been introduced in the House of Commons by the Attorney-General which is intended to obviate the inconvenience resulting from the rule that appointments under the Crown terminate, apart from special statutory provision, upon the death of the sovereign. To a limited extent such special provision was made by the Succession Act (6 Anne, c. 41, Revised Statutes), which retained the holders of appointments in Great Britain or Ireland in office for six months after the death, unless sooner discharged by the new sovereign. The present Bill goes further and is also unrestricted as to place. It proposes to enact that "the holding of any office under the Crown, whether within or

without his Majesty's dominions, shall not be affected, nor shall any fresh appointment thereto be rendered necessary, by the demise of the Crown; and also that the Act, which is to be cited as the Demise of the Crown Act, 1901, shall take effect as from the last demise of the Crown. The Bill was down for second reading on Thursday.

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When an application is made to the court under the provisions of an Act of Parliament in a case where there is not already a cause or matter pending, a difficulty is sometimes felt as to the method of procedure. Where notice of the proceeding is to be served on any person, by such service *ipso facto* a "cause or matter" is created, which is assigned to a judge of the Chancery Division by ballot in the ordinary way. But where the application is *ex parte* it is sometimes the case that the senior judge for the time being taking motions is moved for the relief required. In this way an application to register debentures came before Farwell, J., on the 22nd of March. The learned judge held that an application under section 15 of the Companies Act, 1900, might be made either by originating motion or summons, but that in either case the originating document should be taken to the Central Office and sealed with the name of the judge to whom it should be assigned by ballot in the usual way. The same course has been prescribed on an application in the matter of an arbitration by submission out of court: *Re Dowson* (1889, W. N. 222). In this case counsel's brief was suggested as the document on which the name of the judge might be sealed. Although there is no rule specifically laid down in any reported case, it is submitted that a general rule of practice exists, and one which is constantly acted upon, that no *ex parte* application should be made in the Chancery Division which has not been assigned to a particular judge.

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The necessity for strict accuracy in conveyancing is appreciated by every draftsman, but even the most careful may occasionally make a slip, or the draft may lose a word in copying or engrossing, and much trouble and expense may result. An example of such an error is afforded by the case of *Re Ethell and Mitchells & Butlers (Limited)* (*Times*, 27th inst.), just decided by Joyce, J. The question arose upon a vendor and purchaser summons. The property the subject of sale had been mortgaged, and by a deed dated in December, 1895, it had been intended to reconvey it free from the mortgage; but instead of the reconveyance being to the mortgagor in fee simple, it was to the mortgagor "in fee." The objection was taken by the purchaser on the present occasion that the effect was to vest only a life estate in the mortgagor, and that the legal estate in the reversion upon such life estate remained in the mortgagee. The learned judge was naturally inclined to do all he could to disallow the objection and to let the deed have the operation which the parties obviously intended—namely, to pass the fee simple to the mortgagor. According to the rule given in Elphinstone, Norton and Clark on the Interpretation of Deeds (p. 78), omitted words may be supplied if the intention of the parties sufficiently appear from the context, and in *Flight* v. *Lake* (2 Bing. N. C. 72), where the word "life" had been omitted from a memorial of an annuity, Tindal, C.J., said: "The only question is, whether any person applying an ordinary understanding to this memorial could misapprehend what was intended . . . Without leaning to assist parties who are chargeable with manifest carelessness, we ought to make reasonable allowance for clerical infirmity." On the other hand, it is only by virtue of section 51 of the Conveyancing Act, 1881, that the words "in fee simple" can be used so as to operate as a limitation to the grantee and his heirs, and it was argued that to obtain the benefit of the statutory construction the entire phrase must be actually inserted in the deed. It is not perhaps altogether clear that this is so. If the court, by correcting a clerical error, reads the word "simple" into the deed, it may be said that the word is to be treated as being in the deed for all purposes, and then the statute would operate. Joyce, J., however, took the former, and probably the correct, view, and held that to supply the word "simple" by construction from a consideration of the obvious intention as expressed in other parts of the instrument, would not be a compliance with the terms of the Conveyancing Act. Hence the objection taken by the purchasers was upheld.

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Under section 51 of the Companies Act, 1862, where a special resolution is proposed and put to a meeting of the members of the company and no poll is demanded, a declaration of the chairman that the resolution has been carried is to be deemed to be "conclusive evidence" of the fact. About the meaning of the phrase "conclusive evidence" it would be difficult to entertain any doubt but for the circumstance that it has been doubted on the bench. If particular evidence is conclusive, there, it might be supposed, is an end of the question, and it is useless to seek to produce any evidence to gainsay it. This obvious view was taken by Baggallay, L.J., in *Re Gold Co.* (11 Ch. D., p. 719), where he pointed out that, in the face of the chairman's declaration, it was useless to attempt to establish that the requisite majority of three-fourths had not been obtained. In *Young* v. *South African Syndicate* (1896, 2 Ch. 268), on the other hand, Kekewich, J., declined to accept "conclusive" as having so strong an effect; and he held that, while the chairman's declaration was conclusive without further proof of the actual voting if no contrary evidence was offered, yet it was not to be accepted as conclusive if there was proof that the number or proportion of votes was against the declaration. This decision, however, gave to the word "conclusive" no more effect than to "sufficient," and in *Re Hadleigh Castle Gold Mines* (1900, 2 Ch. 419) Cozens-Hardy, J., declined to follow it. "'Conclusive,'" he said, "seems to me to be a clear word. . . . I cannot regard 'conclusive' as equivalent to 'sufficient.' I think the Legislature intended, in the case of a special or extraordinary resolution, that the chairman's declaration should be conclusive unless challenged by means of a poll demanded by five members." Hence, as against the declaration, he refused to entertain the question whether the resolution had been carried by the requisite majority. The same course has now been taken by Kekewich, J., himself, and by the Court of Appeal, in *Arnot* v. *United African Lands (Limited)* (49 W. R. 322), and evidence impeaching the chairman's declaration has been rejected. In other words, when the Legislature has said that particular evidence shall be conclusive of a fact, it means what it says, and the fact is to be taken as conclusively established. This seems to be the only admissible canon of construction.

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We are glad to see that Lord Alverstone has accepted as a legacy from his distinguished predecessor the charge of the Prevention of Corruption Bill, and on his motion the Bill has been introduced and read a first time in the House of Lords. It is singular, however, that, while a good many changes have been made in the Bill, involving changes in the numbering of the clauses, the prefatory memorandum has been reprinted without alteration; so that to understand the allusions to the clauses it is necessary to refer to the Bill of last session. Whether Members of Parliament take the trouble to preserve defunct Bills we cannot say, but we should have thought it would have been worth while for the draftsman to take the very slight trouble of revising the memorandum. That the Bill has been very hastily reprinted is obvious, too, from the fact that clause 26 proposes that "This Act shall come into operation on the first day of January, 1901." More serious is the error which has been made in introducing into clause 7 the words "or under circumstances from which such knowledge might reasonably be presumed," in such a manner as to imply that if A. gives advice to B. which is calculated to benefit C., and a valuable consideration is given by C. to A. *under circumstances from which B.'s knowledge may reasonably be presumed*, then the payment is to be deemed corrupt. Of course the meaning is that there must be no circumstances from which B.'s knowledge can be presumed, but the draftsman by his hasty amendment has thrown the clause into confusion. The Bill creates a new criminal offence, and in its original form was sufficiently intricate in its language, so that it is a pity that more care has not been bestowed upon its reintroduction. As before, it begins by making into a misdemeanour (1) the corrupt

giving or offering of any valuable consideration to an agent, and (2) the corrupt receiving or soliciting of any such consideration by an agent, and a number of cases are stated in which gifts and receipts are to be deemed to be corrupt. Several changes have been made with a view to avoiding the operation of the rule where notice is given to the principal. A new clause (clause 10) has been introduced requiring that where an agent employs a broker and shares the broker's commission, the purchase or sale note or other usual document shall explicitly state this payment of commission, and that the agent shall transmit the document or a true copy to his principal. The former clause which prohibited any prosecution without the leave of a High Court or county court judge or of the Attorney-General has not been inserted in the present Bill, and indeed there seems to be no reason why any such artificial restraint should be placed upon proceedings founded upon corrupt payments or receipts. It may also be noticed that the definition clause (clause 24) has been strengthened, and the word "agent" is specifically extended to bankers, brokers, and auctioneers, as well as to the classes, including solicitors, formerly specified; and also to directors and other officers of companies. The Bill deals with a matter of great importance to the commercial world, and it is to be hoped that it will not be allowed to suffer by the loss of the late Lord RUSSELL'S advocacy.

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A MAN was charged at the Guildhall police-court a few days ago with standing on the footway of a street in the city to the obstruction of passengers without reasonable cause. The accused seems to have been innocently waiting in the street for some work he was engaged to do, and the only evidence of obstruction was the statement of a constable that a passenger had to step into the road because the accused was standing on the kerb. This case seems to be the first of its kind under the City of London (Various Powers) Act, 1900, which has escaped general notice through being classed as a local Act (63 & 64 Vict. c. ccxxviii.). Probably if it had been classed as a public Act, section 56, under which the proceedings referred to were taken, would have attracted more attention. That section provides that "every person who in any street within the city wilfully, and without reasonable cause, stands or loiters on the footway, or sits or lies on such footway, or on any street, to the obstruction or annoyance of the residents or passengers, shall be liable to a penalty not exceeding forty shillings for each offence." If the police are to have power to summons every man who stands or loiters in a street so that someone who happens to be in a hurry has to step off the kerb, and without being able to give a reasonable excuse for so loitering, we submit that such power is excessive, and is sure to be seriously abused. In a crowded street no one can stand still for a moment, or even walk more slowly than the average passenger, without causing some sort of obstruction. And if a man has given no cause for suspicion that he is meditating some unlawful act, it is hard to see why he should be called upon at the discretion of any policeman to state a reason why he is not walking faster. Hundreds of workmen stand about the streets every day for a few minutes of the dinner-hour merely to get a breath of air before resuming work. Such obstruction as they cause is one of those inconveniences which everyone in the most crowded parts must put up with, and it will be intolerable if such men are liable to be summoned and fined at the caprice of a policeman. The words of the section as to sitting and lying are of course beyond objection. The provision as to standing and loitering would also be unobjectionable if it were quite clear that the obstruction must be a real obstruction, and that complaint is made of it by some passenger or resident. The section may be of use if it is employed with great discretion, but usually it will be most dangerous to convict on police evidence alone, except in extreme cases. The first case brought into court was an obviously improper one, and the alderman was perfectly right and justified in dismissing it with indignation. It is to be hoped that other aldermen will be as discriminating, and will keep in check the over-zealousness of the police, which may very easily convert this new Act into an instrument of oppression.

IN THE CASE of *Davern* v. *Tyrrell*, an action to recover ten guineas damages for the loss of an opal and diamond scarf pin, recently tried in the Westminster County Court, it appeared that the defendant was the proprietor of Turkish baths. The plaintiff had been in the habit of visiting these baths for some years, and while making one of these visits he handed his valuables, including the pin, to an attendant at the entrance of the baths, who placed them in a drawer. This drawer was locked and the key carried away by the plaintiff, who left it in a pocket in his clothes, which remained in the dressing-room while he took his bath. On his return from the bath he unlocked the drawer, but found that the pin was gone. Under these circumstances the liability of the bailee according to English law seems to be tolerably clear. The calling of the keeper of a bath is at least as ancient as the days of the Roman Empire, and his liability (according to ULPIAN) for clothing entrusted to him and lost was largely dependent upon whether he had received any recompense for taking care of the clothing. Sir WILLIAM JONES, in his work on Bailments, p. 50, had probably considered the Roman law when he states that "when the bailee, improperly called a depositary, either directly demands and receives a reward for his care, or takes the charge of goods in consequence of some lucrative contract, he becomes answerable for ordinary neglect since in truth he is in both cases a *conductor operis* and lets out his mental labour at a just price, thus when clothes are left with a man who is paid for the use of his bath . . . the bailee is bound to indemnify the owner if the goods be lost or damaged through the want of ordinary circumspection." Taking this to be the law of England at the present day, it would appear that the burden lay upon the defendant, who had lost the pin entrusted to him, to shew by clear and satisfactory evidence that the loss was not due to any want of ordinary care on his part. The defence was, that due care had been taken, that the drawer had only one key, and that this key had been handed to the plaintiff. What the plaintiff could do with the key when he had it except leave it with his clothes we do not see, but he seems to have received it without objection. It was contended on his behalf that the defendant was responsible; that he undertook to look after the valuables of his customers, and that he was negligent, inasmuch as he had left only a lad in charge of the drawer. The judge, after observing that the liability of the defendant was not like that of an hotel keeper, and that it was not suggested that he stole the pin, held that he was not shewn to have been guilty of negligence and was not responsible. We have not seen any full report of the evidence, and without such a report it is difficult to pass criticisms upon a finding upon a question of fact. But where the proprietor of public baths is required day after day to take charge of money, watches, and other valuables we should have thought that it would be comparatively easy to devise a plan for their custody which would make robbery nearly impossible. Why could not boxes containing the valuables be placed in a locked cupboard of which the servant or the proprietor kept the key? It must be remembered that the defendant had to shew that the loss or theft could not have been prevented by ordinary care.

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THE EXACT rights of a trustee in the second bankruptcy of an undischarged bankrupt are a fertile source of litigation, and give rise to very complex questions. But although the rights of the trustee in the first bankruptcy are as a rule paramount to all other claims upon the property acquired by an undischarged bankrupt, there is one very long established and unquestioned exception to that rule, which has been fully recognized and acted upon in the recent case of *Re Burr* (*ante*, p. 363). If the trustee in the first bankruptcy either sanctions, or without expressly sanctioning, acquiesces, in the bankrupt trading and incurring fresh debts, he cannot claim any assets acquired by the bankrupt by such trading, but these will vest in the trustee under the second bankruptcy: *Troughton* v. *Gitley* (Ambl. 629). This exception is founded purely on an equitable estoppel based upon the acquiescence of the trustee which prevents him from asserting his *primâ facie* title to the property: *Re Clark, Ex parte Beardmore* (1 Manson, 207). Ignorance of the fact that the bankrupt was carrying on business would be a good answer to a

claim by the trustee in the second bankruptcy. For the rule in *Cohen* v. *Mitchell* (38 W. R. 551), that all transactions with respect to after-acquired property by a bankrupt with a person dealing *bonâ fide* and for value are valid against the trustee until he intervenes, only applies to the case of a *particular* assignee, and not to the case of a *general* assignee under a second bankruptcy. This point was emphasized by the court in *Re Clark* (*supra*). It is a little difficult to understand why, on principle, a particular assignee should be placed in a better position than the general assignee in such a case, since the trustee in the second bankruptcy merely represents trade creditors at whose expense the fresh assets have been created. This principle, that the person at whose expense the after-acquired property has been created should be entitled to priority to the extent of the money actually paid to create the property, was applied in the case of an individual in the recent case of *Bird* v. *Philpott* (82 L. T. 110). The application of the same principle to a class of trade creditors might be difficult, but should not be impossible in practice. It would assuredly be more equitable than the present rule by which the creditors in the first bankruptcy gain at the expense of those in the second.

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A QUESTION of some difficulty was raised by the facts in *Whitehead* v. *Reader*, an appeal under the Workmen's Compensation Act, 1897, decided on the 26th inst. The applicant for compensation was employed by the respondent as a carpenter, and he was under strict orders not to touch any of the machinery used at the respondent's works. He was sharpening one of his tools on a grindstone worked by machinery, and in trying to adjust the band connecting the stone with the machinery, his arm was caught and he sustained the injury in respect of which his claim was made. The argument for the employer was, that as the applicant was acting in disobedience to his orders, the accident did not arise "out of or in the course of his employment," and that he was therefore not entitled to compensation under the Act. In *Lowe* v. *Pearson* (1899, 1 Q. B. 261) a boy who was employed in a pottery for the sole purpose of handing balls of clay to an operator, and was forbidden to interfere with the machinery, was held not entitled to compensation for an injury sustained when he took upon himself to clean the machinery. In that case the applicant was clearly acting outside the scope of his employment. In the present case the sharpening of the tool on the grindstone was a necessary part of the applicant's work, and the decision of the Court of Appeal (upholding the county court judge) that he was entitled to compensation, does not conflict with *Lowe* v. *Pearson*, although the distinction is somewhat fine. When an accident is attributable to "serious and wilful misconduct" on the part of the workman he is excluded from the benefit of the Act (see section 1 (2) (*c*)); but this point seems to have been raised in the county court and decided in favour of the applicant, whose action in touching the machinery, contrary to orders, was held not to be serious and wilful misconduct within the meaning of the Act.

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A DECISION of some practical importance to suitors in the ecclesiastical courts was given by DARLING and CHANNELL, JJ., in *Rex* v. *Tristram*, last week, on the argument of a rule *nisi* to prohibit the chancellor of a diocese from proceeding with a petition for a faculty on which he had given judgment in the consistory court. The jurisdiction of the chancellor of a diocese is derived from his bishop under a patent, the common form of which, after granting power to act for the bishop in ecclesiastical matters, contains the words "nevertheless first consulting us and our successors, and having our consent in case either party earnestly crave our judgment." In the present case the respondents had by their answer earnestly craved the bishop's judgment. The chancellor first decided a preliminary question of *locus standi* upon which the respondents appealed to the Court of Arches, the petition being stayed pending the appeal. On the appeal being dismissed for want of prosecution, the chancellor gave judgment on the main question. The rule for a prohibition was based on the ground that the chancellor had no jurisdiction to hear the petition by himself. The court discharged the rule upon two grounds—first, that the error (if any) was one of procedure, and was a matter for appeal and not for prohibition; and secondly, that there was no defect on the face of the record. It is not necessary, according to this decision, that the judgment should shew that it is the judgment of the bishop personally, or that he has consented to it, even where his personal judgment has been requested under the terms of the patent; no formal judgment or consent on his part seems to be required, and one of the judges offered the suggestion that it might be given by the bishop at the Athenæum Club. If the consent may be so informally given, and if the fact of its having been given at all need not appear on the face of the judgment, it is difficult to see that any effect need be given to the words of the patent cited above.

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## THE MERGER OF A CONTRACT IN A CONVEYANCE.

THE recent decision of WILLS, J., in *Groswolde-Williams* v. *Barneby* (49 W. R. 203) is interesting as marking the distinction between cases where, after a conveyance has followed upon a contract, the contract is deemed to be merged in the conveyance so as to forbid claims being raised upon the contract, and those where the contract is still regarded for some purposes as operative. That there is a strong tendency to allow the conveyance to swallow up the contract is clear from the words of JAMES, L.J., in *Leggott* v. *Barrett* (28 W. R. 962, 15 Ch. D., p. 309). "It is very important," said that learned judge, "that if parties have made an executory contract which is to be carried out by a deed afterwards executed, the real completed contract between the parties is to be found in the deed, and you have no right whatever to look at the contract, although it is recited in the deed, except for the purpose of construing the deed itself. You have no right to look at the contract either for the purpose of enlarging or diminishing or modifying the contract which is to be found in the deed itself." And after pointing out that the recital of the agreement in the deed was simply for the purpose of shewing the object of the parties, he continued: "You have no right for any other purpose to look at anything but the deed itself, unless there be a suit for rescinding the deed on the ground of fraud, or for altering it on the ground of mistake."

This statement puts the rule against allowing any reference to the contract after execution of the conveyance very strongly, but it is obvious that it proceeds upon the supposition that the conveyance has been executed with the intention of carrying into effect all that the parties had in view when they entered into the contract. And when such supposition is not correct — when after conveyance there still remain parts of the contract which are unsatisfied, and which the conveyance was not intended to satisfy — it would entirely defeat the object of the parties to say that the contract was necessarily at an end. In *Palmer* v. *Johnson* (13 Q. B. D., p. 357), BOWEN, L.J., in stating this aspect of the matter, used the analogy of a parol contract which is followed by writing. "Suppose," he said, "that the parties should make a parol contract, with the intention that it should afterwards be reduced into writing; and that that which is reduced into writing shall be the only contract, then, of course, one cannot go beyond it; but if they intend, as they might, that there should be something outside such contract, they might agree that that should exist, notwithstanding it was not in the contract which was put into writing." Upon a similar principle, evidence can be given of a parol agreement which is entered into at the same time as a written agreement and as part of the same transaction, provided the parol agreement is collateral to the written agreement and does not require to be in writing under the Statute of Frauds. And it is the same, as BOWEN, L.J., proceeded to point out, when a contract is followed by a deed. The part of the contract which has not been executed can still be enforced. "In the same way," he said, "when one is dealing with a deed by which the property has been conveyed, one must see if it covers the whole ground of the preliminary contract. One must construe the preliminary contract by itself, and see whether it was intended to go on to any and to what extent after the formal deed had been executed." Similarly in *Clarke* v. *Ramuz* (1891, 2 Q. B., p. 461) the same learned judge said: "It is true that the execution of the

conveyance puts an end to all contractual obligations which are to be intended to be satisfied by the execution of the conveyance."

It appears, then, to be purely a question of the intention of the parties whether the conveyance is to be taken to be a satisfaction of all the obligations arising upon the contract, but in one class of cases the courts have held, after considerable controversy, that the intention is to be presumed to be against satisfaction. This is where it is provided in the contract that compensation shall be given for any errors or misstatements in the particulars, and such compensation is not expressly limited to claims made before conveyance. In several cases MALINS, V.C., declined to allow the right to compensation to be extended in this way. He did so, for instance, in *Manson* v. *Thacker* (7 Ch. D. 620), where he required the presence of fraud to justify compensation after conveyance for a misrepresentation, notwithstanding that the misrepresentation related to the subject-matter of the conveyance. In *Re Turner and Skelton* (13 Ch. D. 130) the opposite view was taken by JESSEL, M.R., upon the ground that the purchaser was not bound to find out an error in the description of the property before conveyance, and it was not to be supposed, therefore, that the conveyance was intended to conclude his rights in this respect. A strong protest against this result was made by MALINS, V.C., in *Allen* v. *Richardson* (13 Ch. D. 525). "I am sorry to say," he observed with a warmth which the bench does not now appear to emulate, "that I entirely dissent from all that the Master of the Rolls appears to have said." But the protest was unavailing, and the controversy was closed in favour of the purchaser by the decision of the Court of Appeal in *Palmer* v. *Johnson* (*supra*).

In the recent case of *Greswolde-Williams* v. *Barneby* the question arose under different circumstances. Property, consisting of a mansion-house and estate, was sold by auction, and the particulars contained statements which, it was admitted, for the purpose of argument, amounted to a warranty that the sanitary arrangements of the house were in good order. After conveyance, the purchaser alleged breach of this warranty and claimed damages. Clearly before conveyance there was an obligation upon the vendor arising under the warranty. Was this obligation, then, one which was terminated by the conveyance unless expressly kept alive by being incorporated in that document? Upon principle it seems hard to discover any distinction between a misstatement as to the quality of the property which is sold and a misstatement as to its condition; and if the purchaser of land is not bound before conveyance to verify the quantity which he gets, still less, it might be supposed, is the purchaser of a house bound to ascertain in advance its sanitary condition. WILLS, J., however, declined to decide the case on the analogy of *Palmer* v. *Johnson*, and adhered to what is perhaps the safer doctrine, that if parties intend to relyupon such representations they must have them incorporated in the conveyance. The learned judge seems to have been not a little influenced by the prospect of increased litigation which would result if auctioneers' descriptions were taken too readily as raising contracts which could survive the conveyance, and by the absence from the books of any similar actions. Practically this may be the sound view, and there are obvious advantages in insisting that purchasers should finally ascertain their rights before conveyance, and preserve in the conveyance all that they require. But the distinction between the present case and *Palmer* v. *Johnson* is somewhat fine, and probably the best explanation of the matter is to regard *Palmer* v. *Johnson* as based upon exceptional considerations.

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It is stated that Mr. Justice Bucknill is confined to the house by an attack of influenza, and probably will not return to court until after the Easter vacation.

In the House of Commons, on the 21st inst., in reply to Mr. Lambert, Mr. Collings said the King has been pleased to appoint that any oaths required to be taken by county justices who were appointed to their offices by virtue of commissions issued in the reign of her late Majesty may be taken before the justice acting as chairman at the sitting of any petty sessional court of the county for which such commissions were issued respectively.

## THE PREPARATION OF A BRIEF.

IT IS believed that Lord KENYON, when in practice at the bar, always made it a rule to cut through with a penknife any parts of a brief which were of the nature of observations or argument by his client, on the ground that such matter was generally irrelevant and frequently misleading. The generalization was probably as hasty then as it would be now, but there was a sound principle underlying it which is of considerable importance with reference to the subject of this article—namely, that facts, documents, and authorities are the material things with which both court and counsel have to deal, and that it must, as a rule, be left to counsel to present them to the court in the way which his own observations and arguments suggest.

It is not proposed to refer in any way to such matters as the indorsement of the brief, its delivery in suitable time, the choice of counsel, whether leader or junior, the marking (and payment) of the fee, or the fixing of consultation or conference; but only to suggest a few principles which, though singularly elementary, are rarely all observed, and are sometimes altogether neglected in preparing the brief itself.

In the first place, then, order and method are imperative, and unless a brief is put together on some system in which these two considerations are kept in view, it is almost better to tie up in a bundle copies of the material documents and proofs, with a suitably indorsed back sheet, and to leave it to counsel to arrange the contents for himself—a proceeding, however, attended with obvious dangers.

Whatever the nature of the case may be, the brief may nearly always conveniently shew on the front page a list of all documents sent, arranged in chronological order, and with a short description of each document; and much trouble will often be saved at the hearing if the documents (which should never be themselves made pages in the brief) are not only numbered in this list, but also are marked in the upper right-hand corner outside, with a corresponding number for reference. In a heavy case, where the documents are numerous, and necessarily become mixed up as they are referred to in court from time to time, this numbering is especially useful. This list of documents may often usefully be followed by a statement, also in chronological order, of the material dates of events, and of the interlocutory proceedings (if any) in the action; and it may be pointed out that nothing but inconvenience to counsel is caused by the insertion among the actual pages of his brief of copies of any matters of record or *quasi*-record, such as summonses, notices of motion, orders, affidavits, and the like. It might, indeed, almost be laid down as a rule that the essence of a brief is that, with one exception, no reference to it in court should be requisite, but that it should practically be only in the nature of instructions, of which the matter in support is to be found in facts or documents elsewhere. The one exception relates to the proofs of the witnesses, which may very well, in the customary manner, be incorporated with the actual brief. Even here, however, the exception is more apparent than real, for it is not, of course, the proof of a witness, as supplied, but his actual statement in the box, which will be material in dealing with the case, and the subject of reference in due course. Every document, except the items of the general correspondence, should have clearly written outside it its date and description, and, in particulars, all copies of affidavits should have written on them the dates of swearing and of filing, and a copy of the prescribed note shewing on whose behalf the affidavit is filed. Copies of the material correspondence, as a rule giving the entire letters, and with each letter on a folio page to itself, will form a separate bundle to accompany the brief.

It is in the preparation of the next part of the brief that the chief difficulty and confusion generally arise. The object here should be to furnish counsel with an outline, historical rather than argumentative, of the case to date of the party on whose behalf the brief is delivered; and this outline may be stated somewhat colloquially, if the case admits of it, and in much the same way as is customary when a case is shortly opened to the court. It may be prefaced by a statement of the object of the action or application, or of the particular order which it is sought to obtain or resist. Pleadings, affidavits, and other documents should be here dealt with principally by

reference only, and not by long extracts or mere restatements. Thus it is generally enough to state the prayer or principle of a pleading, without setting out the whole document, which counsel can read for himself. Too often a brief is made up of a mere series of long *verbatim* copies of the various documents which the draftsman considers material to the case.

A convenient scheme for the brief may often be found in the opinion on evidence, if one has been obtained at the usual stage before trial, especially as such an opinion will probably have been framed with a view to obtaining stronger evidence than it has, in the result, been actually possible to procure, and any weak point in the case can thus be indicated. A separate copy of such opinion should always be furnished to both the leading and the junior counsel. Framed in this way, this part of the brief may generally set out, quite shortly, the issues of fact and of law involved, the material facts as they group themselves round such issues, and the evidence, oral or documentary, for or against those material facts. To the law, as appearing from statutes, cases, and authorities, so far as the same is known to the compiler of the brief, it is suggested that reference should be made by a table showing the years and sections of the statutes, and the names, reports, and pages of the cases or authorities, with a short summary of their effect.

Lastly, if it is thought desirable to furnish information as to any matter of local or personal colour—*e.g.*, as to family disputes, the strength or weakness of any particular witness, the pecuniary position or special relation of the parties, or details which are not, or cannot be, supported by evidence, or are not strictly material—this should be placed quite separately at the end of the brief. Here also may come observations and comments, which, though not such as can be opened to the court or supported by evidence, it is thought well for counsel to know, that he may realize the actual position of matters as distinct from those necessarily raised in the case—*e.g.*, as to the terms upon which a settlement is likely to be possible.

Along with the brief, strictly so called, prepared as above, there will be left copies of or extracts from all material documents, suitably indorsed as already indicated. It is practically impossible to lay down any rule as to when extracts only should be furnished, but as a rule full copies are preferable.

The writer ventures to think that the above matter will supply a sufficient outline for the preparation of any ordinary brief. Special actions will of course have their special requirements, and the practitioner who, in his drafting, keeps one eye always fixed on his prospects before the taxing-master will possibly find that his point of view has not been sufficiently considered; but if by other practitioners, who put a higher standard of draftmanship before themselves when preparing a brief, the writer's suggestions are either dismissed as elementary or thought worthy of trial, this article will not have failed in its object.

## REVIEWS.

### PARTNERSHIP.

A Digest of the Law of Partnership; with an Appendix of Forms. By Sir Frederick Pollock, Bart., D.C.L., Barrister-at-Law, Corpus Professor of Jurisprudence in the University of Oxford. Seventh Edition. Stevens & Sons (Limited).

This work retains its original title notwithstanding that the digest of the law which it originally published has substantially assumed the form of actual law in the Partnership Act, 1890. That Act, accordingly, with notes, forms Part I., and Part II. is devoted to Procedure and Administration. The story of the passing of the Act is told in the preface, and Sir Frederick Pollock points out that the original design in drafting the Bill was not only to codify the general law of partnership but also to authorize the formation of private partnerships with limited liability, and to establish the compulsory registration of firms. The second object, he observes, has been practically gained by the sanction given by the House of Lords in *Salomon's case* (1897, A. C. 22) to the formation of one-man companies, and also, we may add, by the distinctive treatment accorded in the Companies Act, 1900, to companies which do not put their issues before the public. The project for the registration of firms has not yet made any substantial progress, but it forms the subject of an annual Bill, and the Bill for the present session has just been printed. The general partnership law however, was successfully codified upon the lines of the draft Bill prepared by Sir Frederick Pollock, and the Partnership Act, 1890, ranks with the Bills of Exchange Act, 1882, and the Sale of Goods Act, 1893, as a pioneer in this form of legislation. In the present edition of the Act the illustrative cases are retained, and they are especially serviceable in explaining the effect of the somewhat complicated rules in section 2 as to the conditions under which a partnership is to be taken to have been created. The question of the disposal of goodwill upon the dissolution of a firm with which the Act does not deal, is discussed in a useful note, where reference is made to the recent case of *Burchell* v. *Wilde* (1900, 1 Ch 551). The forms of partnership articles which have been added, contributed by Mr. Dighton N. Pollock, will enhance the utility of the work to practitioners.

### RULING CASES.

Ruling Cases. Arranged, Annotated, and Edited by Robert Campbell, M.A., Barrister-at-Law, assisted by other Members of the Bar. With American Notes by Leonard A. Jones, A.B., LL.B. (Harv.), Judge of the Court of Land Registration of Massachusetts. Vol. XXII.: Quia Timet Action—Release. Stevens & Sons (Limited).

The chief headings in this volume of Ruling Cases are "Railways and other Public Undertakings" and "Rating," and each of them furnishes the full report of a large number of familiar and important cases. The thirty-nine decisions under the former head are divided into sections under the sub-headings of (1) rights pending Bill in Parliament, (2) statutory powers (generally), (3) purchase of land, (4) questions of trespass, and (5) various provisions. To select leading cases on a subject of this magnitude and diversity must have been a task of much difficulty, and upon a cursory inspection it would seem that there are some serious omissions. Thus none of the important series of House of Lords cases dealing with "injuriously affecting" are introduced. It will be found, however, that *Brand's case* (L. R. 4, H. L. 171), has already been given under "Action (Right of)" (Vol I., p. 623), and doubtless other cases bearing on the same subject will be found elsewhere. Thus we notice that *D. of Buccleugh* v. *Metropolitan Board of Works* (L. R. 5 H. L. 418) appears under "Arbitration" (Vol. III., p. 455). These cases, however, are not indicated in the cross-references given in the table of contents and the work will not have attained its full utility until the present index, which extends only to Vol. X., has been supplemented by the final index. Among the selected cases it is difficult to understand the inclusion of *Re Hobson's Trust* (7 Ch. D. 708) as to payment of money in court to trustees with power to sell. Its accuracy was doubted in the Court of Appeal in *Re Smith* (40 Ch. D., p. 391), and the matter is now governed by section 32 of the Settled Land Act, 1882, and section 14 of the Act of 1890. In general, however, the cases which have been chosen illustrate important principles. We may refer, for instance, to *Ayr Harbour Trustees* v. *Oswald* (8 App. Cas. 623) on the invalidity of an agreement in restraint of statutory powers; to *Munns* v. *Isle of Wight Railway Co.* (L. R. 5 Ch. 414) on the rights of an unpaid vendor; to *Grosvenor* v. *Hampstead Junction Railway Co.* (1 De G. & J. 446) on taking "part of a house;" and to *Betts* v. *Great Eastern Railway Co.* (3 Ex. D. 182, affirmed in House of Lords, 49 L. J. Q. B. 197) on the meaning of "superfluous" lands in section 127 of the Lands Clauses Act, 1845. Similarly under the head of "Rating" the selected cases include many which are recognized as leading authorities, such, for instance, as *Jones* v. *Mersey Docks and Harbour Board* (11 H. L. C. 443) and the *Erith case* (1893, A. C. 562) on the rateability of premises occupied for public purposes; *London and North-Western Railway Co.* v. *Buckmaster* (L. R. 10 Q. B. 70) on the necessity for exclusive occupation; and *Tyne Boiler Works* v. *Long Benton (Overseers)* (18 Q. B. D. 81) as to the rating of machinery. As in previous volumes, notes are added which incorporate explanatory or more recent cases. The series, which has been brought out with praiseworthy celerity, and which is now near completion, will form a very useful addition to a lawyer's library.

### BOOKS RECEIVED.

A Treatise on Canadian Company Law: containing a Commentary on the Companies Act of the Dominion, with Incidental References to the Law of the various Provinces. With full Notes of the Jurisprudence, and Appendices of the Statutes and Useful Forms. By W. J. White K.C., of the Montreal Bar, assisted by J. A. Ewing, B.C.L., of the Montreal Bar. Montreal: C. Theoret.

Report of the Twenty-third Annual Meeting of the American Bar Association, held at Saratoga Springs, New York, August 29th, 30th and 31st, 1900. Philadelphia: Dando Printing and Publishing Co.

# CORRESPONDENCE.

## THE LAND TRANSFER ACTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Among many extraordinary things which we have met with in the practical working of these Acts, the following occurrence certainly deserves to be recorded.

A mortgagee client, whose charge had been satisfied as to part of the property comprised in it, was required to leave his mortgage at the Land Registry to be docketed before the transfer could be registered. We accordingly left the deed. Some days afterwards *the purchaser's solicitors* brought us the deed, which had been sent *to them* from the Land Registry.

This shewed great carelessness on the part of the officials, to say the least; but we were still more astonished, on pointing out to the clerks what they had done, to find them try to justify their action, on the ground that the transferee's solicitors had, on their application to register their transfer, requested that the documents should be returned to them. This request was taken to include any documents which might be lodged at the registry by other parties to facilitate the registration, and the true position of the mortgagee and his solicitors was altogether overlooked! RUSSELL & RUSSELL.

59, Coleman-street, London, E.C., March 22.

## ESTATE DUTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Some [illegible] ago I believe I observed a report of a case under the Estate Duty Act in which it was held that where an estate or property had been valued or assessed for estate duty on the proving of the will, and the duty paid thereon, no further duty was payable if in after years the property was realized at an increased value by reason of competition or something of that kind.

I have a similar case, and should be obliged if you or any of your readers could refer me to it. C.

March 25.

[We do not recall any decision to the effect referred to. According to Soward on Estate Duty (4th ed., p. 149), if the amount actually realized on sale differs from the estimated value, a presumption is raised that the estimate was wrong; but this presumption may be rebutted by evidence of circumstances which have operated since the death to cause an alteration in value. If the presumption cannot be rebutted, the estate duty must be readjusted.—ED. *S.J.*]

# CASES OF THE WEEK.

## Court of Appeal.

**GARDNER** *v.* **HODGSON'S KINGSTON BREWERIES CO.** No. 2. 17th Dec.; 25th March.

EASEMENT—RIGHT OF WAY—PAYMENT OF RENT—UNINTERRUPTED ENJOYMENT OF OVER FORTY YEARS—PAROL LICENCE—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), s. 2.

Appeal from Cozens-Hardy, J. (reported 48 W. R. 469). The plaintiff as trustee under a will was the freeholder of a messuage and premises No. 203, High-street, Sutton. The only access for horses and carts to the back part of the premises, which had for many years been used for the business of livery stables, was through the yard of an inn called the "Red Lion," which belonged to the defendants. The plaintiff claimed a declaration that she was entitled to a right of way for horses and carts through the "Red Lion" yard to and from High-street. She also claimed a right of way to a pump in the yard, but this right the defendants did not contest. The facts proved to the judge were that for upwards of sixty years the use of the way through the yard for horses and carriages had been openly and regularly enjoyed without interruption by the occupier of the livery stables, and the owner of No. 203, High-street had at least from 1855 paid a yearly sum of 15s. to the owner of the "Red Lion." This sum the defendants alleged was paid by way of rent for the exercise of the right of way through the yard. The plaintiff denied this and asserted that the money was paid for the repair of the road. There was no evidence as to the origin of the payment of 15s. a year and no evidence of any consent or agreement in writing to allow the use of the way. On the 31st of March, 1898, the defendants served notice in writing upon the plaintiff requiring her to give up the use of the yard of the "Red Lion." Cozens-Hardy, J., held that actual uninterrupted enjoyment of a way for forty years was sufficient to establish an easement, unless it was shewn to have been enjoyed under some written consent or agreement, and that therefore the plaintiff was entitled to the declaration asked for. From this decision the defendants appealed.

THE COURT (VAUGHAN WILLIAMS and ROMER, L.JJ., RIGBY, L.J., dissenting) allowed the appeal, holding that the plaintiff had not enjoyed the right of way over the defendants' premises "as of right" within the meaning of sections 2 and 5 of the Prescription Act. They came to the conclusion that, under the circumstances of this case, the proper inference to be drawn was that each annual payment was made for permission to use the way for the preceding year. Their lordships also held that it could not, from the facts proved in this case, be inferred that there was a lost grant to secure the yearly sum. The plaintiff had failed to prove that the user was "of right" under the statute, and the appeal must therefore be allowed.—COUNSEL, *Macnaghten*, K.C., and *Cave*; *Micklem*, K.C., and *E. S. Ford*. SOLICITORS, *Spencer, Gibson, & Co.*; *Lovell & Broad*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**SHUTTLEWORTH** *v.* **MURRAY.** No. 2. 22nd March.

WILL—CONSTRUCTION—ELDEST SON ENTITLED TO POSSESSION.

By his will, dated the 29th of January, 1855, Edmund Grimshaw devised his real estates in the county of Lancaster, after the death of his nephews Richard Atkinson and F. F. Brandt, to whom he gave successive life estates, to the use of all and every the son and sons of the said F. F. Brandt who should be born in the testator's lifetime or in due time after and all and every the son or sons of the said Richard Atkinson then living and who should be born in the testator's lifetime or in due time after (other than and except an eldest or only son for the time being entitled to the possession or to the receipt of the rents, issues, and profits of certain estates situate within the parish of Cockerham, in the said county of Lancaster, after the decease of the said Richard Atkinson as tenant for life or any greater estate or interest whatsoever) severally and successively in remainder one after another and as between each branch as they and every of them should be in seniority of age and priority of birth, but as between the two branches alternately and turn by turn and their assigns during their several and respective lives without impeachment of waste, the eldest or only one of such sons or son of the said F. F. Brandt taking the first turn and the eldest or only one of such sons or son of the said R. Atkinson (other than and except as aforesaid) taking the next turn, and so successively changing from one branch to another: with limitations over under which, in the events which happened, the remainder in fee became vested in Richard Atkinson. The testator died in 1875. F. F. Brandt died in the lifetime of the testator without having married. Richard Atkinson had several children, the eldest of whom, Richard Norton Atkinson, was born in 1847. At the date of the disentailing assurance mentioned below R. Atkinson was tenant for life, and R. N. Atkinson tenant in tail in remainder of the Cockerham estate. By a disentailing deed dated the 16th of January, 1869, the Cockerham estate was limited to such uses as the said R. Atkinson and R. N. Atkinson should jointly appoint. By a deed dated the 19th of January, 1869, the estate was jointly appointed by the father and the son to trustees upon trust for sale. The estate was subsequently sold by the trustees, who received the purchase-money. In 1870 R. N. Atkinson became bankrupt, and his interest in the purchase-money and his interest under the testator's will were acquired by his father R. Atkinson from the trustee in bankruptcy. Richard Atkinson died recently, and this summons was taken out to determine whether R. N. Atkinson was excluded under the exception of an eldest son for the time being entitled to the possession of the Cockerham estate. Cozens-Hardy, J., held that he was so excluded, and that his next surviving brother was now entitled to the rents and profits of the devised estates. From this decision the persons entitled to the interest of R. N. Atkinson now appealed.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.JJ.) allowed the appeal.

RIGBY, L.J., after stating the facts and pointing out that the Cockerham estates had passed out of the Atkinson family into the hands of strangers before the will came into operation, said that he was quite unable to follow the reasoning of the learned judge in the court below, who seemed to have thought that the words of exception were technical words which had received an accepted construction for many years. His lordship was, however, of opinion that they were not technical words, but plain English words, and that they had never been construed as technical words by any court down to the present time. True it was that words in some respects resembling them had received an interpretation different from the natural and *prima facie* meaning, but that was done under an overriding constraint of intention. The case of *Collingwood* v. *Stanhope* (L. R. 4 H. L. 43) did not apply here, and did not support the judgment in the court below. This was not a case of a person *in loco parentis* making provision that the eldest son should have the estate and the younger children portions. There was nothing of the kind here. There was no gift to a class and no distribution, and arguments based on a gift to a class or distribution were unfounded. Another case referred to was the case of *Domvile* v. *Winnington* (26 Ch. D. 382), but the observations of Kay, J., which had been relied on, were not necessary for the decision of that case, and were mere *obiter dicta*. The words of exception in the present case must bear their primary and natural meaning, and as R. N. Atkinson did not come within those words, he could not be deprived of his succession. The decision of the court below must therefore be reversed.

VAUGHAN WILLIAMS and STIRLING, L.JJ., concurred.—COUNSEL, *Haldane*, K.C., *Macnaghten*, K.C., and *Hon. T. W. Watson*; *Swinfen Eady*, K.C., *Vernon Smith*, K.C., and *E. S. Ford*. SOLICITORS, *Collyer-Bristow & Co.*; *Robins, Hay, Waters, & Hay*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**COLLISON** *v.* **WARREN.** No. 2. 20th March.

PRACTICE—INTERIM INJUNCTION—APPLICATION BY DEFENDANT—NO COUNTERCLAIM.

This was an appeal against the decision of Buckley, J. (reported *ante*, p. 327). The plaintiff claimed a declaration that he was entitled to be retained as manager of an hotel in London; but before delivering pleadings the defendant gave a notice of motion asking that the plaintiff,

his servants or agents, his wife, or any member of his family, might until the trial be restrained from remaining in the hotel and from interfering with the conduct or management of the hotel business. In August, 1899, the plaintiff, who was then carrying on the business, executed a deed of assignment for the benefit of his creditors, and thereby assigned to the defendant, as trustee, all his personal property, except the leasehold premises in which the business of the hotel was carried on (which had already been charged as collateral security in favour of another person), upon trust as long as the trustee should think fit to carry on the hotel business, with power to sell (with certain consents), and in the meantime to engage the services of the plaintiff, who with his wife and family should during such engagement be entitled to reside and board on the premises, as manager of the hotel, at a salary of £100 per annum, payable monthly. The deed contained a declaration of trust by the plaintiff, in respect of the lease, in favour of the defendant. On the 11th of February, 1901, the defendant wrote to the plaintiff stating that, for a reason stated, the committee of inspection had instructed the defendant to summarily dismiss the plaintiff from the management or control of the hotel, and that he was to accept this intimation as final notice of his dismissal, that from that date his services were no longer required, and that he was requested forthwith to leave the premises. With this notice the defendant sent the plaintiff the amount of wages then due and one month's wages in lieu of notice. The learned judge held that, as the defendant's application for an injunction arose out of or was incidental to the plaintiff's cause of action, the court could grant an injunction, although the defendant had not yet delivered any pleading; and his lordship accordingly granted an injunction restraining the plaintiff until judgment in the action or further order (1) from interfering with or disturbing the defendant in his possession and occupation of the hotel; and (2) from in any way interfering with the conduct or management of the business.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.JJ.) dismissed the appeal.

RIGBY, L.J., said that the plaintiff claimed to be the irremovable manager of the business of the hotel. It was plain that he did not claim to be in the hotel as owner or trustee for the creditor who had a charge on it. This being so, his lordship thought that there was no ground for the plaintiff's claim to remain in the hotel. He had been summarily dismissed by the trustee, with the approval of the committee of inspection. Thereupon his right to occupy rooms in the hotel terminated. Under the deed the trustee was to manage the hotel as he thought fit, not as the plaintiff thought fit. In his lordship's opinion the learned judge was quite right in granting the injunction, and the appeal must be dismissed.

VAUGHAN WILLIAMS and STIRLING, L.JJ., concurred.—COUNSEL. *Israel Davis; Astbury*, K.C., and *Simmons*. SOLICITORS, *Lewis Davis; W. Gipps Kent*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

**BURROWS** *v.* **MATABELE GOLD REEFS AND ESTATES CO. (LIM.).**
No. 2. 20th and 21st March.

COMPANY—SHARES—UNDERWRITING—OPTION TO UNDERWRITERS TO TAKE SHARES AT FIXED PRICE—APPLICATION OF SHARES IN PAYMENT OF UNDERWRITING COMMISSION—COMPANIES ACT, 1900 (63 & 64 VICT. c. 48), s. 8.

This was an appeal from an order of Farwell, J., granting an injunction to restrain the defendant company from carrying into effect certain underwriting agreements. The plaintiff, on behalf of himself and all other shareholders of the defendant company, moved for an injunction to restrain the defendant company from entering into or carrying into effect an agreement or agreements made or about to be made by the company whereby, in consideration of the guarantee of the issue of 60,000 shares of the company (part of an issue of 80,000 shares of £1 each then being offered by the company to its shareholders), the company agreed to give to the persons or person giving such guarantee an option to the 30th of June, 1901, on 15,000 unissued shares of £1 each of the company at the price of £2 10s. a share, or, in the alternative, to restrain the defendant company from applying or agreeing to apply any of its shares or capital money directly or indirectly in the payment of a commission or allowance to any person in consideration of his subscribing or agreeing to subscribe for all or any part of an issue of 80,000 shares of £1 each of the defendant company then being offered to its shareholders in accordance with the terms of a notice signed by the secretary of the defendant company and dated the 1st of February, 1901. The company was incorporated in March, 1899, with a capital of £500,000 in £1 shares, of which £387,030 have been issued. In February, 1901, the directors determined to issue £80,000 of the unissued capital, and on the 1st of February, 1901, sent a circular to the existing shareholders of the company offering them an allotment of one share for every five held by them at the price of £2 10s. per share. Before this the directors had entered into an agreement with some persons to underwrite this issue to the extent of 60,000 shares, and in consideration thereof the underwriters were to have the right at any time up to the 30th of June, 1901, to subscribe for shares which were to be allotted to them at a similar price of £2 10s. per share, a portion of the unissued shares remaining after the issue of £80,000 had been made. The fact that this option had been given was stated in the circular issued to the shareholders. The shares of the company in fact stand at a much higher price than £2 10s., so much so that the underwriters had since agreed to raise the option price to £3 15s. By section 8 of the Companies Act, 1900—"(1) Upon any offer of shares to the public for subscription it shall be lawful for a company to pay commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally for any shares in the company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the company, if the payment of the commission and the amount or rate per cent. of the commission paid or agreed to be paid are respectively authorized by the articles of association and disclosed in the prospectus, and the commission paid or agreed to be paid does not exceed the amount or rate so authorized. (2) Save as aforesaid no company shall apply any of its shares or capital money either directly or indirectly in payment of any commission, discount, or allowance to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares of the company, procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the company, or whether the shares or money be so applied by being added to the purchase-money of any property acquired by the company, or to the contract price of any work to be executed for the company, or the money be paid out of the nominal purchase-money or contract price, or otherwise. (3) But nothing in this section shall affect the power of any company to pay such brokerage as it has heretofore been lawful for a company to pay." Farwell, J., held that the proposed arrangement would be an application of shares in payment of commission in consideration of a person subscribing or agreeing to subscribe for shares in the company, and would, therefore, be illegal under sub-section 2. Accordingly he granted the injunction asked for. The defendant company appealed.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.JJ.) dismissed the appeal.

RIGBY, L.J.—The question is whether, upon the construction of section 8, this agreement is or is not permissible. It has been admitted that the company cannot claim the benefit of sub-section 1 of section 8, whether this is or is not an offer to the public, because there is no provision in the company's articles of association authorizing the amount or rate per cent. of the commission agreed to be paid. It is also admitted that sub-section 3 has no application to the present case. The only question, therefore, is to consider the meaning of sub-section 2. It has been said that the construction of this sub-section is difficult. I cannot see where the difficulty comes in. Sub-section 2 provides that, save as prescribed by sub-section 1, no company shall "apply any of its shares or capital, either directly or indirectly, in payment of any commission," to any person in consideration of his subscribing or agreeing to subscribe for shares of the company. Here the company clearly agreed to allot the 15,000 shares in consideration of the underwriters applying for other shares. A great deal of ingenuity has been spent in endeavouring to shew that sub-section 2 is difficult to construe. It is difficult if you wish to wrest the words from their plain meaning; but I shall get out of the difficulty by adopting the plain meaning. It is argued that the words must mean "apply the nominal value of the shares." There is nothing about nominal value in the sub-section. A share is worth to the company that which it will bring. If it will bring more than its nominal value that price is its value to the company. The straightforward meaning of the sub-section is that the company are not to apply their shares in the payment of underwriting commission. I cannot conceive how the shares could be more plainly applied in that way than by allotting them to the underwriters. That is what is prohibited by the sub-section. It is within the plain language of the sub-section. The view taken by Farwell, J., is, in my opinion, right, and the appeal ought to be dismissed.

VAUGHAN WILLIAMS, L.J.—I agree. I think that such an allotment as is proposed is manifestly an application of the shares within the meaning of the word "apply" in sub-section 2. It was not really argued but that this is so if you take the literal meaning of the words, but it was said that the meaning of the words ought to be modified because the sub-section is really directed against misapplication of capital. I do not know that this is so. On the contrary, when I find the distinction drawn between shares and capital money I am rather led to the contrary conclusion. I think it possible that the very object of the Legislature was to prevent the payment of those commissions for placing shares by giving options of this description, but whether this is so or not I have not to decide. I merely decide on what seems to me the perfectly plain meaning of the sub-section.

STIRLING, L.J.—I am of the same opinion. Having regard to sub-section 2, I do not think a company having £1 shares could issue or allot one of those shares partly in consideration of £2 10s., and partly in consideration of an agreement to subscribe for other shares of the company. That is an application of the shares which is struck at by this sub-section. If I am right in that conclusion, it follows that this agreement is beyond the powers of the company. I think the judgment of Farwell, J., was perfectly correct, and ought to be affirmed.—COUNSEL, *Swinfen Eady*, K.C., *Bramwell Davis*, K.C., and *Kirby; Upjohn*, K.C., and *Eustace Smith*. SOLICITORS, *Ashurst, Morris, Crisp, & Co.; Morse, Hewitt, & Farman*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

**LLOYDS BANK** *v.* **PEARSON.** Cozens-Hardy, J. 6th March.

MORTGAGE—TRUST FOR SALE—MORTGAGE OF BENEFICIAL REVERSIONARY INTEREST OF ONE OF TRUSTEES—FURTHER INCUMBRANCES—NO NOTICE TO OTHER TRUSTEES—SUBSEQUENT MORTGAGE WITH NOTICE TO TRUSTEES—PRIORITY.

By a deed of settlement, dated the 3rd of May, 1872, certain freehold property at Eastbourne was vested in three trustees upon trust at the request of Mrs. E. E. Pearson during her life, and after her death at the discretion of the trustees, to sell and invest the moneys to arise from the sale and pay the income to Mrs. Pearson for her life for her separate use, without power of anticipation, and after her decease to stand possessed of the trust moneys and securities, and the interest, dividends, and income thereof in trust for all the children of Mrs. Pearson at twenty-one or

marriage, the rents and profits, until sale, to be paid and applied as income. At the date of this action the property still remained unsold. In 1892 the trustees so appointed were Henry Stapley, Stephen Steele, and F. T. Pearson, the last-named being one of the four children of Mrs. Pearson (who was still living), and who, in addition to his own one-fourth share, became entitled, under the will of a sister who died in November, 1896, to one equal third share of her one-fourth share. By deed dated the 1st of April, 1896, G. H. Flowers was appointed trustee in the place of Stapley, who had died. Steele died after the commencement of the action. On the 27th of September, 1892, F. T. Pearson mortgaged his reversionary one-fourth of the property for £800 to the Capital and Counties Bank, but the mortgage having been paid off by Lloyds Bank, it was admitted that they were entitled to rank as first mortgagees in respect thereof. By deed dated the 22nd of November, 1892, wholly in the handwriting of F. T. Pearson, who was a solicitor, he mortgaged his reversionary interest to a person named Grinyear for £500, subject to the first mortgage of £800, which was admitted. By another deed, dated the 29th of June, 1873, also in F. T. Pearson's handwriting, he charged his reversionary one-fourth share to Grinyear with a further sum of £500; and both these deeds he retained in his hands for several years. No notice of either of these two mortgages was given to Flowers as solicitor to the trustees, nor was it proved that any notice of them was given to Stapley or Steele. In August, 1894, Pearson made a mortgage of the property to M. J. Hart, subject only to the bank's first mortgage of £800; but Pearson then made a statutory declaration that he had never mortgaged, charged, or otherwise incumbered his part or share except by this bank mortgage of £800; and the deed of mortgage contained a provision that no notice should be given either to the bank or to the trustees until the reversion fell into possession unless default was made. This mortgage had, however, been paid off before action. In May, 1898, Pearson mortgaged all his interest, which comprised his one-fourth share, plus his proportion of his deceased sister's share, to Lloyds Bank, to secure his current account up to £1,800. Notice of this charge was given to Flowers, and inquiry was then made at the bank, and the bank was found to have had no notice or knowledge of either of the charges held by Grinyear. Pearson absconded, and the question for decision now was whether Grinyear's securities, which were prior in time, took precedence of the charge of Lloyds Bank.

Cozens-Hardy, J.—The rule in *Dearle* v. *Hall* (1828) (3 Russ. 1, 27 R. R. 1) clearly applied, although the land had not been sold and although the securities purported to deal with land and not with money. The case must, therefore, be dealt with on the assumption that Grinyear could only rely upon the knowledge which Pearson, one of the trustees, had of his own incumbrances. Was that sufficient? The very point was decided by Kindersley, V.C., in *Browne* v. *Savage* (1859, 4 Drew 635), but he was asked to hold that that decision was not well founded, and was inconsistent with prior and subsequent cases. He was not aware that *Browne* v. *Savage* so far as it related to the effect of notice to or knowledge of a trustee assignor, had ever been questioned. It was quoted with approval by Romilly, M.R., in *Willis* v. *Greenhill* (1860, 29 Beav. 376, 387); and on appeal (1861, 4 De G. F. & J. 147) Lord Westbury said he did not intend to overrule or throw doubt upon any former decision, including, of course, *Browne* v. *Savage*. In *Ward* v. *Duncombe* (1893, App. Cas. 369) *Browne* v. *Savage* was cited by counsel, but there was no mention of it by Lord Herschell or Lord Macnaghten, and nothing in either of their judgments to impugn its authority. But it was contended that the rule in *Dearle* v. *Hall* rested upon the principles of bankruptcy law as to order and disposition, and that, on the knowledge of one of the assignors, who was a trustee, had been held to be sufficient to take a *chose in action* out of the order and disposition of the assignors (*Ex parte Rogers* (1856, 8 De G. M. & G. 271)), the same rule ought to apply as between several incumbrancers, and that Kindersley, V.C., overlooked this. But there was a fallacy in the argument. There was the authority of the Court of Appeal that the two cases were not analogous: *Saffron Walden Second Benefit Building Society* v. *Rayner* (1880, 14 Ch. D. 406), *Mutual Life Assurance Society* v. *Langley* (1886, 32 Ch. D. 460). His lordship accepted Lord Macnaghten's judgment in *Ward* v. *Duncombe* as a guide. He did not profess to be able to discover any definite principle upon which the rule in *Dearle* v. *Hall* was founded, but it must now be recognized as a positive rule although it was not to be extended. It would be whittling away the rule and making it a mere trap if it were to be held that the knowledge which an assignor trustee had of his own incumbrance was sufficient to give the assignee priority against a subsequent incumbrancer who gave due notice to all the trustees. The plaintiff bank was therefore entitled to priority over the defendant Grinyear.—Counsel, *Eve*, K.C., and *Curtis Price*; *Micklem*, K.C., and *E. P. Hewitt*. Solicitors, *Venn & Woodcock*, for *T. A. Goodman*, Brighton; *Clarke & Calkin*, for *Howlett & Clarke*, Brighton.

[Reported by A. Glynne-Jones, Barrister-at-Law.]

*Re* HOLLAND. GREGG *v.* HOLLAND. Farwell, J. 14th, 21st, and 22nd March.

Husband and Wife—Husband Entitled Jure Mariti to Wife's Reversionary Interest in Personalty—Ante-Nuptial Agreement—Post-Nuptial Settlement—Recital—Voluntary Settlement by Husband—Fraud on Creditors—Trustee in Bankruptcy—Estoppel—Statute 13 Eliz. c. 5.

Adjourned summons. Under the will of H. H., dated the 26th of April, 1871, his daughter C. F. H. was entitled in remainder expectant on the death of the testator's widow to one-eighth share of the proceeds of sale of his residuary real estate and personal estate. The testator died on the 12th of December, 1871. On the 27th of August, 1872, C. F. H., being then an infant, intermarried with I. M. B. On the 8th of February, 1873, a post-nuptial settlement was executed by deed made between I. M. B. and C. F., his wife, then an infant, of the first part, the trustees of the will of H. H. (who were also her guardians) of the second part, and two trustees of the third part. This deed contained the following recital: "And whereas the said parties hereto of the first part intermarried on the 27th day of August, 1872, and previously to such marriage the said I. M. B. agreed to make such settlement of the fortune of his said wife as is hereinafter contained"; and a covenant by the husband with the trustees that immediately upon the share and interest of and in the residuary estate and effects of the said H. H., to which the husband and wife or the husband in his right or either of them then were or was or thereafter might become entitled becoming an interest in possession, the husband and wife or the survivor and all other necessary parties would assign and transfer the said share to the trustees of the settlement upon the trusts thereinafter declared. The trusts of the settlement were for the wife for life for her separate use without power of anticipation, and after her death, if the husband should not have been or become a bankrupt, &c., for the husband until he should become bankrupt, &c., with remainder for the issue of the marriage in the usual way, the survivor of the husband and wife having a power of appointment amongst issue. On the 14th of April, 1877, Mrs. B. died. On the 25th of October, 1897, I. M. B. appointed two-thirds of the trust funds to two of his sons and surrendered his life interest to them. On the 1st of March, 1898, a receiving order was made against him, and on the 18th of March, 1898, he was adjudicated a bankrupt. On the 11th of December, 1899, the widow of H. H. died and the eighth share of residue given by his will to Mrs. B. fell into possession. The fund was claimed by the trustees and beneficiaries under the settlement of the 8th of February, 1873. The official receiver, as trustee of I. M. B., resisted their claim. The question was argued at length, and most of the authorities referred to in his lordship's judgment below were cited. *Cur. adv. vult.*

Farwell, J., after stating the facts as above, read from a written judgment to the following effect: It is conceded by the trustees and beneficiaries that the settlement cannot be enforced unless it can be supported by the consideration of marriage, and they rely on the recital of an ante-nuptial contract. The first question is whether the settlement containing such a recital is sufficient to satisfy the Statute of Frauds. It seems now settled that in the absence of such a recital a parol contract before marriage cannot support a settlement made after marriage. The cases are conflicting, but this is the conclusion on the balance of authorities. [His lordship here referred to or quoted from the cases of *Hodgson* v. *Hutchenson* (5 Vin. Abr. 522, placit. 34), *Moore* v. *Edwards* (4 Ves. 23), *Blagden* v. *Bradbear* (12 Ves. 466, at p. 471), *Montacute* v. *Maxwell* (1 Eq. Abrid. 19, Prec. in Chanc. 526, 1 Strs. 236), *Taylor* v. *Beech* (1 Ves. sen. 296), *Surcombe* v. *Pinniger* (3 De G. M. & G. 571, at p. 575).] In *Barkworth* v. *Young* (4 Drew. 1) Kindersley, V.C., said that the opinion expressed by Sir W. Grant in *Randall* v. *Morgan* (12 Ves. 67) "is expressed in the form of a strong doubt, and unquestionably even the doubts of such a judge are entitled to the utmost consideration and deference. But, notwithstanding that doubt, it has been since held by Lord Langdale in *De Beil* v. *Thomson* (3 Beav. 469), and by Lord Cottenham in the same case on appeal (see note in 12 Cl. & Fin. 64), that a written memorandum or note made after the marriage of a parol agreement made before the marriage would be sufficient within the statute; the former referring to Lord Harcourt's opinion in *Hodgson* v. *Hutchenson* (*ubi supra*), and the latter referring not only to that case, but also to Lord Hardwicke's decision in *Taylor* v. *Beech* (*ubi supra*), and to that of Lord Macclesfield in *Montacute* v. *Maxwell* (1 Strs. 236). All these opinions must, I think, outweigh Sir W. Grant's doubt." [His lordship, having further referred to *De Beil* v. *Thomson* and *Hammersley* v. *De Beil*, and also to *Lassence* v. *Tierney* (1 Mac. & G. 551, at p. 572), continued as follows:] Except so far, therefore, as the case in Vin. Abr. is an authority, I come to the conclusion that the decision of Kindersley, V.C., in *Barkworth* v. *Young* was not supported by express authority. On the other hand, besides the *dictum* of Sir W. Grant, there are three cases of the highest authority which, in my opinion, shew that *Barkworth* v. *Young* cannot be supported—viz., *Spurgeon* v. *Collier* (1 Ed. 55, 61), *Warden* v. *Jones* (6 W. R. 180, 2 De G. & J. 76), and *Trowell* v. *Shenton* (26 W. R. 837, 8 Ch. D. 318, 324, 326); see also Sugden on Powers, 647-650. In both of the last cases the court expressly pointed out that there was no recital of any ante-nuptial agreement, and the next question I have to consider is whether the existence of such a recital makes any difference. In my opinion it does not. It follows from the decisions I have cited that no post-nuptial settlement can by itself satisfy the statute. It is the date of execution, not the contents of the document, that is material. Recitals may in some cases raise a case of estoppel, but they cannot affect the construction of a statute, nor can the same document be at one and the same time an agreement within and an agreement not within the statute, according as it is impeached by a settlor or his creditors. Further, to satisfy section 4 of the Statute of Frauds, an agreement or memorandum or note thereof must be reduced into writing and signed before the marriage. The statute renders written evidence of the agreement indispensable: *Maddison* v. *Alderson* (31 W. R. 820, 8 App. Cas. 473, at p. 488). An agreement which a man cannot be compelled to perform is a voluntary agreement, and here it is immaterial that the post-nuptial agreement is under seal, for equity will not aid a voluntary covenant by specific performance: *Jefferys* v. *Jefferys* (Cr. & Ph. 138). It is very doubtful whether *Dundas* v. *Dutens* (1 Ves. jun. 199, 2 Cox 235) is more than a *dictum*, as reported in Vesey, who is more trustworthy. I have considered this in detail, because, if Lord Thurlow decided the point, Lord Cranworth's *dictum* could not overrule it, and it would of course be binding on me. But I think it is only a *dictum*, and that it is outweighed by the *dicta* of Lord Cranworth in

*Warden* v. *Jones* (*ubi supra*), approved in *Trowell* v. *Shenton* (*ubi supra*) and in Lord St. Leonards on Powers, 650. The trustees and beneficiaries claiming this fund relied on a passage in Lord Selborne's judgment in *Codrington* v. *Lindsay* (21 W. R. 182 8 Ch. App. 578, 588), where, as also in *Battersbee* v. *Farrington* (1 Sw. 106, 113), there was an express recital of an ante-nuptial contract contained in the post-nuptial settlement. In the latter case Sir T. Plumer meant that, although the post-nuptial settlement does not satisfy the statute, the recital of an ante-nuptial contract may bind the party making it and volunteers claiming under him by estoppel; and so it was argued here that the trustee in bankruptcy stands in no better position than the bankrupt, and is as much bound by estoppel. This is true as a general proposition, but is subject to exceptions (1) under section 47 of the Bankruptcy Act; (2) under the Statute of Elizabeth; and (3) in cases of fraud. Exception (1) is here excluded both by the terms of the section itself and by the periods that have elapsed. Exception (3) is stated by Martin, B., in *Horton* v. *Westminster Improvement Commissioners* (7 Ex. 780, 791), and also in *Doe* v. *Lloyd* (5 Bing N. C. 741). Exception (2) applies here, for when the husband entered into the covenant of the 8th of February, 1873, he was entitled *jure maritii* to the property in question, which was a reversionary interest in personalty, subject only to the contingency of his wife's surviving him before he had reduced it into possession; by that settlement he expressly provided that his property should be withdrawn from his creditors in case he became bankrupt; it is therefore fraudulent within 13 Eliz. (according to *Re Pearson, Ex parte Stephens*, 25 W. R. 126, 3 Ch. D. 807, and *Osborn* v. *Morgan*, 9 Hare 432, and notwithstanding *Re Detmold*, 37 W. R. 442, 40 Ch. D. 585, and *Montefiore* v. *Behrens*, L. R. 1 Eq. 171). I therefore think not only that the trustee in bankruptcy would not be bound by estoppel if any such arose, but that the recital is not sufficiently precise to create an estoppel; it is quite consistent with the existence of a mere parol agreement, for a pleader might insert the very words of that recital in his defence and yet plead that such agreement was not in writing so as to satisfy the Statute of Frauds. Even if the recital had been of an agreement in writing, it would have been open to the trustee in bankruptcy to adduce evidence to shew that it was untrue, and if it were untrue it would be fraudulent within Baron Martin's judgment cited above. Subject to procuring letters of administration to the estate of Mrs. B., the official receiver is entitled to her share in the testator's estate.—Counsel. *Cozens-Hardy*; *Upjohn*, K.C., and *Adams*; *St. John Clerke*. Solicitors, *H. Clifton Lambert*; *Tarry, Sherlock, & King*; *Van Sandau & Co.*

[Reported by W. H. Draper, Barrister-at-Law.]

*Re* **SELOUS. THOMSON** *v.* **SELOUS.** Farwell, J. 20th March.

Settled Estate—Trustees—Two Persons—Tenants in Common—Joint Tenants—Legal Estate—Equitable Estate—Merger.

Originating summons. The testator bequeathed a leasehold messuage to a trustee in trust for two of his daughters in equal shares as tenants in common. He died on the 24th of September, 1890 By an indenture dated the 24th of June, 1895, and made between the trustee of the one part and the daughters of the other part, after reciting the above request and reciting that the daughters had requested the trustee to execute such assignment to them of the said messuage as was thereinafter expressed, it was witnessed that the trustee at the request and by the direction of the daughters assigned the messuage to the daughters as joint tenants for the residue of the lease, the daughters entering into a joint covenant with the trustee to pay the rent and perform the covenants of the lease and to indemnify the trustee against all claims on account of the same. One of the daughters having died on the 15th of September, 1900, this summons was taken out to determine, among other questions, whether one moiety of the leasehold messuage belonged to her estate or whether the entirety belonged to the surviving daughter. For the executors of the deceased daughter it was argued that the equitable estate of the tenancy in common was not merged or extinguished in the legal joint tenancy, the two estates (equitable and legal) not being commensurate or of the same quality. For the surviving daughter it was submitted that there was a merger of the equitable estate and therefore a joint tenancy: *Selby* v. *Alston* (3 Ves. 338), *Lee* v. *Lee* (4 Ch. D. 175), *Re Douglas, Wood* v. *Douglas* (33 W. R. 390, 28 Ch. D. 327).

Farwell, J.—In my opinion this is a joint tenancy. [Here his lordship stated the facts.] It was argued for the executors of the deceased daughter that only the legal estate was conveyed. In my opinion that is not the true view. The true rule, as laid down in *Selby* v. *Alston* (*ubi supra*), is not confined to one person only. The rule that one person cannot be trustee for himself applies to the case of two absolute owners; two persons cannot be trustees for themselves any more than one can for himself My only doubt was whether the advantage of a tenancy in common raises a presumption against merger. I think that the difference in interest between a joint tenancy and a tenancy in common is so small and shadowy that it is not enough to raise the presumption even if it could be raised. But I decide on the point that two persons cannot be trustees for themselves.—Counsel, *Jason Smith*; *T. Methold*; *R. Goddard*; *C. E. Bovill*. Solicitors, *R. S. Taylor, Son, & Humbert*.

[Reported by W. H. Draper, Barrister-at-Law.]

*Re* **GASELEE AND THE LONDON COUNTY COUNCIL AND THE LANDS CLAUSES CONSOLIDATION ACT, 1845.** Buckley, J. 13th March.

Lands Clauses Consolidation Act, 1845. ss. 70, 80—R. S. C. XXII. 17—Money in Court—Costs of Interim Investment in Securities Authorized by R. S. C. XXII. 17.

The applicant in this case was tenant for life of certain property which had been taken by the London County Council under compulsory powers conferred by the Lands Clauses Consolidation Act, 1845. The money payable by the council under the Act in respect of the property had been paid into court and invested by way of interim investment in certain registered railway stocks authorized by R. S. C. ord. 22, r. 17. The costs for brokerage in making this investment was more than would have been the case had the money been invested in Government securities authorized in terms by section 70 of the Lands Clauses Act, 1845, and the point raised for the decision of the court was whether the council was liable to pay the difference between the brokerage which would have been charged had the interim investment been made in Consols and that chargeable for investments authorized by the enlarging ord. 22, r. 17. At an early stage of the hearing the objection was taken by the judge that the question was one which ought to come before the taxing-master in the first instance, and that inasmuch as there had not been any taxation as yet, the court was not in a position at this stage of the proceedings to decide the point. But as both parties were desirous that the point should be decided at once, his lordship agreed to hear and determine the question. On behalf of the tenant for life it was argued that the money paid into court under the Act of 1845 was cash under the control of the court within R. S. C. ord. 22, r. 17): *Ex parte St. John Baptist College, Oxford* (22 Ch. D. 95), *Re Brown* (59 L. J. Ch. 530). The investment was therefore a proper one and ought to be treated for the purposes of section 80 of the Land Clauses Consolidation Act, 1845, as though it had been in terms authorized by that Act. Although the costs referred to in section 80 in terms only referred to the investments mentioned in the Act, yet the spirit of the Act and justice required that they should cover the case of investments authorized by an order enlarging the scope of section 70 The Act of 1845 must be construed according to its spirit: *Re Bethlehem Hospital* (19 Eq. 457). The case of *Re Brown* did not decide the point expressly, but did so by inference. The costs of interim investment must be treated as a whole and not divided or split up. On behalf of the London County Council a declaration was asked for that the council was not liable to pay for the costs of investment more than it would have had to pay if the investment had been in Consols. It was also urged that the liability of the council was limited strictly by section 80 of the Lands Clauses Act, and that inasmuch as the reason why the tenant for life chose to invest in railway stock rather than in Consols was because the former yielded more income, it was therefore only fair that the tenant for life rather than the council should bear the increased cost of investment.

Buckley, J., in giving judgment, held that the investment actually made being authorized by ord. 22, r. 17, was a proper interim investment for money paid into court under the Lands Clauses Consolidation Act, 1845 (*Ex parte St. John Baptist College, Oxford*. 22 Ch. D. 93), and that in accordance with *Re Bethlehem Hospital* (19 Eq. 457) the spirit of the Lands Clauses Act, 1845, required that the council having taken a person's land against his will in exercise of the powers conferred by the Act, should pay for the whole of the costs of the brokerage in making the interim investment which had been made. This view was supported by the case of *Re Brown* (59 L. J. Ch. 530).—Counsel, *Dickinson*; *F. Thompson*. Solicitors, *Janson, Cobb, Pearson, & Co.*; *W. A. Blaxland*.

[Reported by E. Leigh Ramsbotham, Barrister-at-Law.]

## High Court—Probate, &c., Division.

**RICHARDSON** *v.* **WOOD.** Barnes, J. 25th March.

Probate Action — Principles as to Costs In — Charge of Undue Influence Unsubstantiated.

This was a probate action in which the jury found in favour of the will propounded by the defendant, the plaintiff having alleged (*inter alia*) that it had been obtained by the undue influence of the defendant. The jury negatived that charge, and the plaintiff's counsel applied for costs out of the estate.

Barnes, J., after taking time to consider, said that although costs were in the discretion of the court, that discretion must be exercised in accordance with the principles that had been laid down for the guidance of the court in dealing with testamentary cases. Sir James Hannen in the case of *Davies* v. *Gregory* (3 P. & D. 25) said: "No doubt there was an unwillingness on the part of the court formerly having jurisdiction in testamentary causes to grant costs out of the estate. The first infringement, however, of the general rule that the unsuccessful party should pay costs was in cases where the testator had left his papers in confusion. But it is plain that if the question be asked, Why should costs be paid out of the estate in such cases? the answer must be, Because the conduct of the testator himself caused the litigation. . . . But under what circumstances ought each party to pay his own costs? Where the facts shew that neither the testator nor the persons interested in the residue have been to blame, but where the opponents of the will have been led reasonably to the *bond fide* belief that there was good ground for impeaching it, there will be no order as to costs. Of course the opponents must have taken all proper steps to inform themselves as to the facts of the case; but if having done so they *bond fide* believe in the existence of a state of things which, if it did exist, would justify litigation, then, although no blame should attach to the testator or to the executors and persons interested in the residue, each party must bear his own costs" I am of opinion that the facts disclosed during the course of the present case bring it within this second principle, and therefore I shall order both parties to pay their own costs.—Counsel, *Foote*, K.C., *Steel*, K.C., *Barnard*, and *Ricketts*; *Bargrave Deane*, K.C., and *Priestley*. Solicitors, *Neish, Howell, & Macfarlane*; *Sweetstone & Stone*.

[Reported by Gwynne Hall, Barrister-at-Law.]

## High Court—King's Bench Division.

**TAYLOR v. GREAT EASTERN RAILWAY CO.** Bigham, J. 21st and 26th March.

CONVERSION—STOPPAGE IN TRANSITU—END OF TRANSIT—SALE OF GOODS ACT, 1893, s. 4, SUB-SECTION 3—"ACCEPTANCE."

This was an action brought by the trustee in bankruptcy of one Sanders to recover damages for the conversion of a quantity of barley. On the 19th of October, 1900, Barnard Bros. sold the barley in question to Sanders "on rail at Elsenham station to Sanders' order." On the 24th of October Barnards gave a written order to the defendants directing them to transfer the barley "to await the order of Sanders; charges to Sanders." The goods reached Elsenham station on the 29th of October. The defendants then sent to Sanders an advice note stating that the goods were at the station at his order and asking for instructions, and stating that the goods were held by the company not as common carriers but as warehousemen at owner's risk, and subject to the usual warehouse charges. Sanders tried, unsuccessfully, to sell the barley, using a sample obtained from Barnards. On the 28th of November Sanders called his creditors together and was afterwards adjudicated bankrupt. On the 30th of November the company redelivered the goods to Barnards at their request, they paying all charges, and giving the defendants an indemnity. This was the alleged conversion

BIGHAM, J., delivered a written judgment, in the course of which he said that Barnards were not on the 30th of November entitled to stop the goods as being still *in transitu*. The *transitus* was over as soon as a reasonable time had elapsed for Sanders to elect whether he would take the goods away or leave them in the defendants' depot on rent. Such a reasonable time had elapsed, and when the goods were taken away by Barnards they were by agreement between Sanders and the defendants in the possession of the defendants as warehousemen for Sanders. It was not competent for a consignee after the receipt of an advice note such as the defendants had sent Sanders, by silence indefinitely to fix upon a railway company the responsibilities of common carriers. Sanders could not have resisted a claim by the defendants for rent. The defendants further contended that Sanders, who had not signed a memorandum of the contract, had not accepted the goods so as to comply with section 4 of the Sale of Goods Act, 1893, and that the property in the goods had therefore never passed to Sanders. His lordship held that Sanders' endeavour to sell the goods amounted to an "acceptance" within the statute, it being an act recognizing a pre-existing contract of sale, within the meaning of section 4, sub-section 3 of the Act. An actual resale by Sanders would clearly amount to an "acceptance"; why not also an attempt to sell? There was therefore a binding contract under which the property in the goods passed. Judgment for the plaintiff.—COUNSEL, *D. Stephens; M. Lush.* SOLICITORS, *Beaumont, Son, & Rigden; Timbrell & Deighton.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

**THE GUARDIANS OF THE POOR OF WEST HAM UNION** (Appellants) *v.* **THE LONDON COUNTY COUNCIL** (Respondents). Div. Court. 21st March.

POOR LAW—SETTLEMENT—PAUPER LUNATIC—AMALGAMATION OF PART OF ONE PARISH WITH ANOTHER—DIVIDED PARISHES AND POOR LAW AMENDMENT ACT, 1876 (39 & 40 VICT. c. 61)—THE POOR LAW ACT, 1879 (42 & 43 VICT. c. 54)—LUNACY ACT, 1890 (53 & 54 VICT. c. 5).

Case stated by the court of quarter sessions of the County of London on an appeal from an order of justices of the County of London dated the 15th of May, 1900, whereby it was adjudged that the place of the last legal settlement of Elizabeth Heritage, a lunatic pauper, who was then confined in the Claybury Lunatic Asylum at Woodford, which belonged to the respondents, was in the parish of West Ham, in the appellants' union, and ordered that the appellants should pay the respondents for her maintenance. The pauper was born in the parish of West Ham on the 11th of February, 1852, and resided there for about seventeen years, ending August, 1888, in such circumstances as to render her irremovable from the parish. By an order of the Local Government Board, dated the 24th of August, 1886, and made under the Divided Parishes and Poor Law Amendment Act, 1876 as amended and extended by the Poor Law Act, 1879, it was ordered that a certain part of the parish of Wanstead should cease to be part of that parish and should be amalgamated with the parish of West Ham. The address at which the pauper resided was situate in the parish of West Ham as constituted previously to the date of the order, and not in any part of the parish of Wanstead. She left the parish of West Ham in August, 1888, and did not thereafter acquire a settlement in any other parish. Subsequently she was discovered in the hamlet of Ratcliff, in the Stepney Union, and was sent thence from to the Claybury Lunatic Asylum of the respondents. On the 14th of February, 1900, an order was made under section 290 of the Lunacy Act, 1890, by two justices of the County of London, whereby the pauper was adjudged to be chargeable to the County of London. On the 15th of May, 1900, the respondents procured from two justices of the County of London an order whereby amongst other things the pauper lunatic was adjudged to be settled in the appellant's union. On the above facts the justices at the quarter sessions for the County of London at Clerkenwell on the 6th of July, 1900, allowed the appeal, being of the opinion that the decision in the case of *Dorking Union v. St Saviour's Union* (46 W. R. 309, 1898, 1 Q. B. 594) governed this case, and that it applied not only to a district where the parish is divided, but also where a district is severed by reason of amalgamation. From this decision the London County Council appealed. The question for the court was whether this decision of the justices at quarter sessions should stand or not.

THE COURT (DARLING and CHANNELL, JJ.) gave judgment for the London County Council, the respondents below.

DARLING, J.—What happened is this. By virtue of certain Acts of Parliament and an order of the Local Government Board part of the parish of Wanstead has been added to the parish of West Ham so that it becomes amalgamated with and forms one parish with West Ham. The new parish of West Ham from that moment exists with its old overseers, the only difference being that the overseers have also power over that added portion of the parish which was formerly part of the parish of Wanstead. The pauper in this case had a birth settlement in West Ham, and it is now argued that that settlement is gone by reason of the amalgamation, and in support of that contention the case of *Reg* v. *Tipton* (3 Q. B. 215) was cited. What happened in that case is stated by Lindley, M.R., in his judgment in the case of *Dorking Union* v. *St Saviour's Union*, where he says: "As I understand the law, it seems now to be established that a settlement gained by birth is a settlement gained in a parish, and not in any particular part of that parish; and if that parish is subdivided, the old parish ceases to exist and the settlement goes with it. No settlement in the portion made into a new parish can be implied in favour of a person who had acquired a birth settlement in the old parish which had passed away." The present case does not come within the principle laid down in the *Tipton case*. The pauper lost his settlement in that case because he was born in a parish which had passed away. The pauper here was born in the parish of West Ham, which has not ceased to exist although it has been enlarged. In the case of *Reg.* v *St. Martin's, New Sarum* (9 Q. B. 241), the pauper had gained a settlement in a parish which was afterwards united with another parish, and it was held that he had a settlement in the united parishes. In the present case part of Wanstead parish has been taken and added to West Ham, and it may be that that has destroyed the settlements of paupers in Wanstead, but I will not go so far as to say so. Even if that be so we are not bound to extend the decision in the *Tipton case* which has been reluctantly followed by the judges, and say that a parish has ceased to exist when all that has been done is to add a part of some other parish to it. Therefore I am of opinion that this pauper's settlement remains in West Ham.

CHANNELL, J.—I am of the same opinion. Where a settlement is acquired in a parish, and that parish is destroyed, the settlement goes also unless the authority which destroys the parish makes some arrangement in the matter. The question is what sort of destruction will produce this result. The *New Sarum case* decides that the addition of a whole parish to another does not destroy it. Why, then, in this case should the adding of a part of another parish destroy it? Leave to appeal was refused.—COUNSEL, *Daldy; J. C. Earle.* SOLICITORS, *W. A. Blaxland; Hillearys.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

## Bankruptcy Cases.

*Re* **BETTS.** *Ex parte* **THE OFFICIAL RECEIVER.** Wright and Darling, JJ. 25th March.

BANKRUPTCY—RESCISSION OF RECEIVING ORDER—DEBTOR'S PETITION—ABUSE OF PROCESS OF COURT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 8

Appeal from an order of the registrar of the Brighton County Court refusing to rescind a receiving order made upon the debtor's own petition. Betts, the debtor, was, on the 1st of September, 1900, arrested on a committal order made by the judge of the Brighton County Court. On the 3rd of September he presented his own petition in bankruptcy, a receiving order was made against him, and he was released from prison. The official receiver subsequently applied to the registrar to rescind the receiving order on the ground that the debtor in obtaining it had abused the process of the court. The registrar delivered a written judgment which set forth, *inter alia*, that the debtor had already been made bankrupt three times, had not obtained his discharge in any of them, and had disclosed no assets in his last bankruptcy. Under his marriage settlement he had an income of £1,100, which went over to his wife upon his first becoming bankrupt. The registrar held that it was clear upon the facts that the debtor had merely presented his petition in order to avoid imprisonment for non-payment of his debts, but he felt bound by the case of *Ex parte Painter, Re Painter* (43 W. R. 144; 1895, 1 Q. B. 85), to refuse to rescind the receiving order.

WRIGHT, J., allowed the appeal. His lordship held that there was no doubt as to the law laid down in *Ex parte Painter*, that a receiving order ought not to be rescinded merely because the debtor had procured it in order to escape from committal orders, but that there must be a limit in such cases. In the present case the debtor appeared to be in the habit of running up debts and then filing petitions to avoid having to pay them, thus rendering the bankruptcy law his auxiliary in defrauding his creditors. It was a clear abuse of the process of the court and the receiving order must be rescinded.

DARLING, J., concurred.—COUNSEL, *Muir Mackenzie.* SOLICITOR, *The Solicitor to the Board of Trade;* the debtor in person.

[Reported by P. M. FRANCER, Barrister-at-Law.]

*In re* **BASTABLE.** *Ex parte* **SILVERSTONE.** Wright and Darling, JJ. 25th March.

BANKRUPTCY—DISCLAIMER OF CONTRACT FOR SALE OF LEASEHOLDS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 55.

Appeal from a decision of his Honour Judge the Hon. Arthur Russell, in the county court at Wandsworth, affirming the disclaimer of a contract by the trustee in bankruptcy. On the 5th of June, 1900, the debtor agreed

to sell a lease to the appellant Mrs. Silverstone for £390, £90 payable in cash, the remainder to be paid by taking over a mortgage for £300. £50 deposit was paid on the 5th of June, and completion should have taken place upon the 1st of August, but before that date a receiving order was made against the debtor. A somewhat lengthy correspondence was then carried on by the trustee and the purchaser's solicitors, and in the meanwhile the mortgagees entered. Ultimately the trustee finding that if he completed the contract he would have to pay certain outgoings and turn out the mortgagees, decided that it was an unprofitable contract and disclaimed. He did not, however, disclaim the lease, and the purchaser was consequently unable to apply for a vesting order. The purchaser appealed from the trustee to the judge of the county court, who upheld the trustee's decision. From his judgment the present appeal was brought.

WRIGHT, J., allowed the appeal, holding that the contract was so far performed that the purchaser had acquired the right to specific performance, subject only to the trustee's right to disclaim the contract as unprofitable. There was no evidence that the contract was unprofitable in any sense, and even if it had been, the court would have been bound by authority to decide that the trustee could not disclaim the contract without disclaiming the lease. This was decided by Cave, J., in *Re Kerkham, Ex parte Martelli* (80 L. T. 322), followed by Cozens-Hardy, J., in an unreported decision in the present bankruptcy.

DARLING, J., concurred.—COUNSEL, *Lord Coleridge*, K.C., and *Turrell; Muir Mackenzie* and *Whateley*. SOLICITORS, *Seeley & Son; Ward, Perks, & McKay*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

*Re* **TAYLOR.** *Ex parte* **TAYLOR.** Wright and Darling, JJ. 26th March.

BANKRUPTCY—ANNULMENT OF ADJUDICATION—PAYMENT OF DEBTS IN FULL—DISCRETION TO REFUSE ANNULMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 35.

Appeal by the debtor against the refusal of the registrar of the Greenwich County Court to annul the adjudication in bankruptcy. In June, 1899, judgment was given against the debtor for damages and costs amounting to £345. The judgment creditor presented a petition founded on the judgment, and obtained a receiving order on the 26th of September, 1899. The debtor was adjudicated bankrupt, and on the 6th of October swore to his statement of affairs shewing £386 liabilities, and no assets but a claim for £1,000, which he alleged to be due to him. Upon his private examination the debtor swore in answer to the official receiver that he had no assets but the said claim for £1,000. On the 17th of November he handed to the official receiver the sum of £450 in cash wherewith to pay in full all the debts and the costs of the bankruptcy. Upon his public examination on the 21st of November the debtor admitted that his previous answers and his statement of affairs were incorrect, and that the sum of £450 which he had handed to the official receiver formed part of the proceeds of a £500 note which he had concealed from the official receiver. The public examination was continued on the 12th of December, and was then closed. The official receiver paid all the debts and costs in full, returning a balance of £18 to the debtor. In 1901 the debtor applied to the court at Greenwich to annul the adjudication on the ground that all the debts had been paid in full. The registrar refused to annul the adjudication on the ground that the debtor had been guilty of misconduct in making material omissions from his statement of affairs, and concealing property from the official receiver, and further that he had given a fraudulent bill of sale. The debtor appealed, and contended that his debts having been paid in full he was entitled as of right to have the adjudication annulled.

WRIGHT, J., dismissed the appeal, holding that the court had discretion to refuse to annul adjudication even in cases where the debts had been paid in full, and that in the present case the registrar had rightly exercised his discretion, the debtor having been guilty of two of the most serious acts of misconduct that a bankrupt can commit.

DARLING, J., concurred.—COUNSEL, *Muir Mackenzie; S. G. Lushington*. SOLICITORS, *Batchelor & Cousins; The Solicitor to the Board of Trade*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

## NEW ORDERS, &c.

### HIGH COURT OF JUSTICE.

EASTER VACATION, 1901.

*Notice.*

There will be no sitting in court during the Easter Vacation.

During Easter Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Farwell.

Mr. Justice Farwell will act as Vacation Judge from Thursday, the 4th of April, to Monday, the 15th of April, both days inclusive.

His lordship will sit in King's Bench Judges' Chambers on Thursday, the 11th of April. On other days within the above period, applications in urgent matters may be made to his lordship personally or by post.

In any case of great urgency the brief of counsel may be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must be sent.

The papers sent to the judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

### TRANSFER OF ACTIONS.

ORDER OF COURT.

Tuesday, the 19th day of March, 1901.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

In the Matter of the Hoxton Brewery Company.

Mr. Justice JOYCE (1901—C.—No. 682).

The City Bank Limited v. The Hoxton Brewery Company Limited, Hugh Berks Bell, George Wyatt, George Gosney, Forbes Cunningham and Bond Limited, and J. and W. Nicholson and Company Limited.

Mr. Justice JOYCE (1901—G.—No. 515).

George Gosney v. The Hoxton Brewery Company Limited.

Mr. Justice BUCKLEY (1901—F.—No. 405).

Allen Field v. The Hoxton Brewery Company Limited, Hugh Berks Bell, George Wyatt, Henry Lovibond and Sons Limited, and J. and W. Nicholson and Company Limited.

Mr. Justice JOYCE (1901—W.—No. 1,201).

Emily Douglas Eleanor Wood (Married Woman) v. The Hoxton Brewery Company Limited.

HALSBURY, C.

## LAW SOCIETIES.

### UNITED LAW SOCIETY.

March 25.—Mr. R. C. Nesbitt in the chair.—Mr. J. R. Yates moved: "That the views enunciated by Dr. Anderson in the February *Nineteenth Century and After*, in favour of drastic reform in the treatment of habitual criminals, are sound in principle." Mr. W. S. Sherrington opposed. There also spoke: Messrs. C. Kains-Jackson, R. D. Workman, C. H. Kirby, Percy Aylen, T. R. Haslam, and J. F. W. Galbraith. The motion was carried by seven votes.

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 5.—Chairman, Mr. A. H. Richardson.—The subject for debate was: "That the case of *Beckhusen & Gibbs* v. *Hamblet* (1900, 2 Q. B. 18) was wrongly decided." Mr. G. Herbert Head opened in the affirmative; Mr. A. C. Fountaine opened in the negative; Mr. A. B. Russell seconded in the affirmative; Mr. J. H. Read seconded in the negative. The following members also spoke: Messrs. G. W. Powers, Spyers (visitors), Hart, W. V. Ball, Dr. Richardson. The opener having replied, the motion was carried by four votes.

March 12.—Chairman, Mr. Henry G. Barratt.—The subject for debate was: "That, in the opinion of this House, some restriction should be placed by Parliament upon the employment of foreign seamen in the British mercantile marine." Mr. Alfred Dods opened in the affirmative; Mr. H. U. Harnett opened in the negative. The following members also spoke: Messrs. Risch Miller, Croom Johnson, Hepburn, Baliol Scott, O'Connor (visitor), Powers, Alexander, Pleadwell, Ames, and Rendell. The opener having replied, the motion was lost by four votes.

March 19.—Chairman, Mr. Alfred Dods.—The subject for debate was: *Law Notes* moot—"A mortgage deed of buildings, dated since 1881, contains no express powers as to insurance. The mortgagee asks the mortgagor whether he has insured the property, and the mortgagor answers in the affirmative, but refuses to produce the policy or to tell the mortgagee the name of the company in which the insurance is effected. Thereupon the mortgagee insures the property. It ultimately turns out that the mortgagor had effected an insurance. Can the mortgagee add the premiums he has paid to the amount of his charges and successfully resist redemption until they are paid?" Mr. Percy M. Hart opened in the affirmative, Mr. A. O. Harnett seconded in the affirmative; Mr. W. M. Pleadwell opened in the negative, Mr. Thos. Hulme seconded in the negative. The following members also spoke: Messrs. A. Dickson, D. S. Cornock, Hodder, Mitchell, Lock, Bertie F. Browne, Hugh Rendell, Mossop, Castello, E. A. Alexander, Ames. The motion was carried by the casting vote of the chairman.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Feb. 26.—Mr. T. W. Ryland, B.A., in the chair.—A debate took place on the following moot point: "A lease for ninety-nine years, of which seventy have run, of a messuage or dwelling-house and land at a ground-rent of £10 a year, contains a covenant to keep the messuage in repair, and to yield it up in good repair at the end of the term. It contains no covenant restricting the use of the land or messuage. A. now owns the reversion, B. the term. The character of the neighbourhood is changed and is now manufacturing, and the house standing on the land is only worth £20 a year rack-rent. Before

A. is aware of what B. is doing, B. pulls down the house and commences to erect a factory worth £40 a year. Has A. any remedy against B?" The speakers in the affirmative were Messrs. W. H. Coley, G. F. Pearson, C. S. Bache, T. H. Cleaver, W. C. Camm, and J. W. Hallam; and in the negative Messrs. L. Bartleet, W. J. Rigbey, W. Horton, F. Thwaite, E. Walker, and T. F. Duggan. After a careful summing up by the chairman the moot was decided in the negative by eight votes to five. A hearty vote of thanks to the chairman for presiding closed the proceedings

March 5.—A second and concluding lecture on "The Law of Specific Performance of Contract" was delivered by Mr. H. Allday Griffith, barrister-at-law, in the Law Library, Bennetts-hill. The lecture was divided into the three heads of Damages, Compensation, and Injunction, and after carefully dealing with each head, the lecturer summarized the whole subject. A hearty vote of thanks to the lecturer concluded the meeting.

March 12.—Mr. T. H. Russell in the chair.—After some special business was transacted, the following moot point was discussed: "A. & Co. own certain works near to one boundary of which is the B. canal. A short distance above the works the canal is separated by an embankment from the river R., and this embankment is sufficiently strong to keep the river within bounds under ordinary conditions. On the night of the 5th of March a violent storm arises accompanied by an exceptionally heavy downpour of rain, continuing for several hours, and in consequence the river overflows into the canal, and the canal in its turn bursts its banks and floods A. & Co.'s works, causing damage to the extent of £500. Some thirty years before a somewhat similar catastrophe occurred, and a weir was then made by the Canal Co. just below A. & Co.'s works, and this has hitherto proved sufficient to take off all excess of water finding its way into the canal. In the weir are certain gates, which, if opened, would have materially diminished the amount of water in the canal, though not to the full extent of the overflow from the river; owing, however, to the necessity for using these gates never having arisen, the machinery for raising them has become useless. Have A. & Co. any remedy against the Canal Co. for the damage sustained?" *Fletcher* v. *Rylands* (L. R. 1 Ex. 265, 3 H. L. 330), *Nichols* v. *Marsland* (L. R. 10 Ex. 255, 2 Ex. Div. 1), *Smith* v. *Fletcher* (L. R. 9 Exch. 64). The speakers in the affirmative were: Messrs. E. Walker, J. W. Hallam, T. H. Cleaver, L. Bartleet, and W. H. Coley; and in the negative: Messrs. T. F. Duggan, L. A. Smith, J. L. M. Benest, O. Lee, C. A. A. Elton, and E. Woodward. After an interesting and instructive summing-up by the chairman, the motion was decided in the affirmative by a majority of one. The meeting terminated with a cordial vote of thanks to Mr. Russell for presiding.

March 15.—A joint debate was held with the Bristol Law Students' Society, his Honour Judge Austin presiding. The moot point was "That arbitration is a better method of settling a dispute than an action at law." The speakers in the affirmative were Messrs. W. C. Camm and L. Bartleet (Birmingham), and G. H. Bowker and R. L. Austin (Bristol), and in the negative Messrs. R. E. C. Balsdon and G. T. Weekes (Bristol), and T. F. Duggan and W. H. Coley (Birmingham). After an impartial but amusing summing up by the chairman, the motion was decided in the negative by a majority of three. A hearty vote of thanks to his honour for presiding brought the debate to a close. The Bristol students afterwards entertained the Birmingham delegates at dinner, and a very pleasant evening was spent.

March 19.—Members of this society held a joint debate with the members of the Birmingham Chartered Accountants Students' Society, the chair being taken by Mr. Frank S. Pearson, LL.B. The subject under discussion was "That this meeting does not approve the Companies Act, 1900." The speakers in the affirmative were Messrs. O. R. White and R. H. Wilson (chartered accountants students) and Messrs. E. A. B. Cox and E. Woodward (law students), and in the negative Messrs. J. W. Hallam and F. Thwaite (law students), and Messrs. R. E. Moore and P. J. Baird (chartered accountants students). After the leaders had replied the chairman made a careful and explanatory review of the subject, and put the question, which was decided in the negative by a majority of nine. A hearty vote of thanks to Mr. Pearson for presiding brought the meeting to a close.

March 26.—Mr. James Hargreave, B.A., presiding, the following motion was discussed: "A. B. speaks his will into a phonograph together with his name, and the witnesses who are present speak their names and addresses and descriptions. After the death of A. B. will the phonographic record be admitted to probate?" The speakers in the affirmative were Messrs. T. H. Cleaver, R. R. Poppleton, G. F. Pearson, T. F. Duggan, and L. Bartleet, and in the negative Messrs. W. H. Lakin Smith, C. R. M. Parr, W. H. Coley, and E. Leslie Smith. After an amusing summing up by the chairman, the motion was put and decided in the negative by a majority of three. A hearty vote of thanks to the chairman for presiding concluded the meeting.

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On Saturday, at Lincoln's-inn, the 14th Middlesex (Inns of Court) Rifles gave their annual assault at arms in the presence of a large company. The programme included fencing, single stick sword feats, boxing, clubs, cavalry sword exercise, sabres, épée de combat, rapier and dagger, sword *v.* buckler, and lance exercise. The Lord Chancellor congratulated the members of the school of arms on the skill and efficiency they had displayed; and Lady Halsbury handed to Messrs. Head and Brinton the "Colmore Dunn" challenge cup, which they had won for skill in "fencing and sabres."

# COMPANIES.

## ATLAS ASSURANCE COMPANY.

### Annual Meeting.

The ninety-third annual general court of proprietors of the Atlas Assurance Co. was held on Tuesday at the company's house in Cheapside, Mr. C. A. Prescott (the chairman) presiding.

The report stated that in the life department 585 policies had been issued during the year ending the 31st of December, 1900, assuring £326,533, at annual premiums of £11,843 7s., and single premiums of £4,298 7s. 4d., of which £16,900 was reassured at annual premiums of £466 7s. 6d., and single premiums of £88 4s., leaving the net new sums assured for the year £309,633, with annual premiums of £11,376 19s. 6d. and single premiums of £4,210 3s. 4d. There were issued, in addition, seven leasehold policies for £7,750 at annual premiums of £265 19s. 9d. Proposals for £41,937 were declined. Claims had arisen under 156 life policies for £125,924 14s., including bonus additions, of which £4,000 was reassured, leaving net claims £121,924 14s., a sum much within the amount expected. In addition, seven endowment assurances for £5,713 1s., and one leasehold assurance for £300 had matured. The premium income had amounted to £157,214 4s. 3d. and the life funds were increased by £22,192 12s. 7d. In the fire department the net premiums were £435,355 9s. 4d., and the losses had amounted to £259,345 4s. 11d., being 59·5 per cent. of the premiums. The surplus for the year, being balance of profit and loss account, was £50,473 6s., which the directors had resolved to apply as follows: (*a*) in payment of a dividend for the year of 24s. per share (being 24 per cent. on the original paid-up capital), free of income tax, which would absorb the sum of £28,800, and of which, as an interim dividend £6,000 or 5s. per share was paid in September; (*b*) in adding to the fire fund, bringing it up to £418,000, the sum of £21,000; (*c*) and to the reserve fund, bringing it up to £55,532 17s. 8d., the sum of £673 6s. The fire and reserve funds would then stand at £473,532 17s. 8d. The total assets of the company now amounted to £2 409,307 2s. 5d.

Mr. S. J. Pipkin (general manager and secretary) having read the notice convening the meeting,

The Chairman, in moving the adoption of the report, observed that the directors were not presenting anything at all sensational, but he believed the meeting would be satisfied with the accounts and with the nature of the business, and the manner in which it had been conducted. The company had gone on very quietly, but he thought the result would meet with their approval. The working of the head office and of the branches and all the sections of the company had been in every way satisfactory. With regard to the life department, the number of policies issued was more and the business had been of a sound character. The premium income amounted to £157,000, as against £151,000 in the preceding year, shewing a favourable advance. In the fire department the net premiums were £435,000, as against £416,000 in the previous year. The surplus for the year, being the balance of profit and loss, was £50,473. The directors had resolved to declare a dividend for the year of 24s. per share, being the same as last year which they hope will be considered satisfactory. They had also decided to add £21,000 to the fire fund, so that the fire fund, plus the reserve, would make a total sum of £473,532, well over the amount of annual premiums, which shewed a considerable strengthening of the company's position. Turning now to the balance-sheet, he said that the meeting would probably be anxious to know what was the value of the assets. The market value of the assets belonging to the proprietors' account on the 31st of December was £13,000 more than the value shewn in the balance-sheet. With regard to the life assets the facts were not the same. There was an estimated depreciation in the market value at 31st of December, but the directors had met this temporary condition, as they believed, by taking from the life assurance fund a sum which, in addition to the life investment reserve fund, made a sum of £30,000. Not that they thought the market value of the assets would not increase; on the contrary they thought it would; but they had decided to set aside a sum more than enough to meet the depreciation, as a fluctuating reserve—a plan which they knew was satisfactory to the auditors.

The Deputy-Chairman (Mr. J. P. Currie) seconded the motion, and it was agreed to unanimously.

On the motion of the Chairman, seconded by the Deputy-Chairman, the retiring directors, Mr. Herbert Brooks, Mr. Benjamin Buck Greene, Mr. Frederick Greene, and Mr. Harry Mosenthal, were re-elected.

Mr. John Coles moved the re-election of Messrs. Price, Waterhouse, & Co., the retiring auditors. He thought that the altering of the securities in between the valuations should be avoided as far as possible. When they got to the end of the quinquennium they could take stock and deal with them in any way.

Mr. Bailey, in seconding the motion, expressed his agreement with Mr. Coles' remarks.

The Chairman said he was of Mr. Coles' opinion. The intention of the directors in putting aside this sum of £30,000 was in order that the subject should not be re-opened next time.

The motion was adopted.

### Extraordinary Meeting.

An extraordinary general court was then held for the purpose of submitting a resolution so that the company might be registered as a limited company.

The Chairman said the company should take every opportunity of adopting all modern methods as other companies had done, and in that manner bring the company in line with any advanced movement which might be for the benefit of insurance companies. The advantages of being registered under the Limited Liability Act were very great. In the first

place they would be incorporated, and as an incorporated company they would be able to act with their foreign possessions through their seal much more conveniently and with greater force, than by a deed merely signed by individual directors whom nobody knew. This might be partly sentiment, but it had a very broad effect on business. The board had a great deal to do in the way of powers of attorney, agreements, &c., which required all the force of formality, and foreign nations put a much greater stress on formal execution than was the case in this country. It was no new thing that they were suggesting limited liability, it being one of the essential and integral provisions made by the company at the start. The company began in 1808, the negotiations for its formation commenced in 1807, and throughout the whole of the arrangements the one thing proposed to be an integral part of them was to make the shareholders of the company free from liability beyond their shares. It was a difficult thing to do in those days, but they accomplished it to the best of their ability. That however did not involve the question now involved—viz., of making the society incorporated; but he only wished to say that that they had been practically under limited liability during the whole history of the company, and this was something which might strengthen their minds for taking the present step. They had also to consider what other companies had done. The Limited Liability Act was dated 1862, and several old companies like themselves had availed themselves of its provisions, while every insurance company which had commenced since 1861 was registered under the Limited Liability Act. This company therefore had plenty of precedents in the matter as far as other companies went. It might also be said that it would make a freer market for the shares. He did not wish to press that point as being one of great importance, but, at any rate, it would have that effect, and from that point of view was advisable. The directors were unanimous in the opinion that it would be a wise, safe, and prudent thing to adopt limited liability. He concluded by moving: "That the Atlas Assurance Co. be registered under the provisions of the Companies Act, 1862, as a company limited by shares under the name of the Atlas Assurance Co. (Limited)."

The DEPUTY-CHAIRMAN seconded the motion, which was carried unanimously.

Mr. COLES moved a vote of thanks to the chairman, the directors, and the general manager and secretary and actuary and staff. He said the company was managed extremely well, and they had every reason to be satisfied with those who were at the helm. This new departure he looked upon as a distinct improvement.

Mr. C. E. LAYTON seconded the motion, and it was agreed to.

The CHAIRMAN returned thanks, and the proceedings then terminated.

# LEGAL NEWS.

## OBITUARY.

The death is announced, on the 14th inst., of MR. BENJAMIN MATTHEWS, solicitor, of Cardiff at the age of 79, at his residence, Glan Ely, near Cardiff. In 1842, says the *Times*, Mr. Matthews took up his residence at Cardiff, which at the time had the small population of 12 000, and only one other solicitor in practice—viz., Mr. Edward Priest Richards. Mr. Matthews's first notable achievement, and, as it proved the stepping-stone to a prosperous professional career, was his successful effort in 1852 for the return to Parliament of Mr. Walter Coffin, then chairman of the Taff Vale Railway. He continued to act as Parliamentary agent for the Liberal party down to about 1880. Mr. Matthews became solicitor to the Taff Vale Railway Co. and town clerk, and he was employed by the coal-owners, in connection with the strikes of 1871 and 1875, to prepare their cases for submission to the arbitrators, by whom he was highly complimented. His professional career was cut short in 1877 by a paralytic seizure. His son, who succeeded him in business, died last year.

## APPOINTMENT.

MR. DAVID HENRY CROMPTON, barrister-at-law, has been appointed Clerk of Assize on the North Wales and Chester Circuit, in succession to Mr. Henry Crompton, who has resigned the appointment.

## CHANGES IN PARTNERSHIP.

### ADMISSION.

MR. FRANCIS M. VOULES, solicitor, of 84, Bishopsgate-street Within, London, E.C., has arranged to take into partnership MR. HENRY JOHN WELCH (Law Society's Honourman), who has been his managing clerk for the last ten years. The firm will practise at the above address under the style of Francis Voules & Welch.

### DISSOLUTIONS.

LATIMER DARLINGTON and CHARLES HERBERT JAMES MARSDEN, solicitors (Darlington & Marsden), Bradford, and elsewhere. Feb. 18.

CHARLES RALPH AUGUSTUS EDMONDS and WALTER TURNER, solicitors (Edmonds & Turner), 9, Gray's-inn-square, London. March 16. The said Walter Turner will continue to carry on business at the said address, under the name of Edmonds & Turner. [*Gazette*, March 22.

VICTOR OCTAVE XAVIER ALFRED DE MORTON VICOMTE DE LA CHAPELLE and CHARLES FREDERICK KENNEDY, solicitors (Paddison de la Chapelle & Kennedy), Cannon-street House, 110, Cannon-street, London. Feb. 28. [*Gazette*, March 26.

## GENERAL.

Mr. Justice Wills, who has returned to London, is much improved in health, and is expected, says the *Times*, to leave for Falmouth at the end of the week.

It is announced that Mr. Narayan Ganesh Chandavarkar has been appointed a judge of the High Court of Judicature at Bombay in succession to the late Mr. Justice Ranadé.

Mr. Justice Grantham, who is still staying at Cannes, is stated to be much improved in health, and he will, according to present arrangements, resume his seat in court at the beginning of the ensuing Easter sittings.

The following is the rota of the King's Bench judges for the ensuing sittings: The Lord Chief Justice and Justices Mathew, Lawrance, Kennedy, Ridley, Bigham, and Darling will sit to form Divisional Courts; Justices Wills, Grantham, Wright, Bruce, Channell, Phillimore, and Bucknill will try actions; and Mr. Justice Day will attend at chambers.

The Lord Chancellor, speaking at the annual dinner of the Chemical Society, remarked that he had heard it whispered—he would not say by unkind friends—that the work of the House of Lords in manufacturing Acts of Parliament was not absolutely perfect, but the more they advanced in the science of language, in perfecting precision in organizing human thought and reasoning, the plainer they would make to the popular understanding the meaning of an Act of Parliament. Nothing could more induce to the making of clear laws than a scientific education, which would bring about an assiduity of reasoning and clearness of thought.

In the Land Judge's Court, at Dublin, on the 21st inst., says the *Times'* Dublin correspondent, Mr. Justice Ross had before him a case in which the solicitor having carriage of the sale of an estate to the tenants was required to explain the cause of delay. His lordship has recently censured similar delays in several other cases. In the present instance the solicitor's explanation was considered unsatisfactory, and he was fined five guineas. The learned judge referred to the matter on the next day, and, commenting upon the long period for which certain cases had been before the court, he said that in one case all the parties interested in a charge had died, and no representative had come forward. This case, which had originated in the Rolls Court, seemed to have been begun in the Middle Ages, but even so he would not allow the receiver to be kept on till the Day of Judgment collecting rents. He directed notices to be served on all the parties interested in these old cases, ordering them to take steps to bring them to a conclusion.

In the *Lawyer*, a journal edited by Mr. Jivanlal V. Desai, B.A., barrister-at-law, and published at Ahmedabad, India, we find the following statement of a rule of professional etiquette: "Again, a legal of [*sic*] advocate is prevented by professional etiquette from taking a brief from any person save a solicitor. It would be difficult, indeed, to persuade a barrister to break this rule, for its breach would lay him open to the most caustic censure, and cases have been known where such action has led to public disgrace." The same journal contains the following stories: On one occasion counsel in a certain drainage case submitted that the plaintiffs, the Sewage Localization Co. had "no *locus standi* in this court." "Heaven forbid!" was the fervent ejaculation of the learned judge. Something akin to this was the answer of the judge when complaint was made that a luckless process server had been compelled to swallow the writ he had endeavoured to serve. "I hope," said the judge gravely, "that the writ was not made returnable in this court."

James B. Dill, the great corporation lawyer who is credited with having earned a fee of one million dollars by bringing Carnegie and Frick together this spring, has, says a San Francisco journal, a brilliant contribution in *Success*. He writes on the question, "Are the Three Great Professions Declining?" taking the law as his subject. He says: "The great bulk of the work of the profession has been turned into industrial creation and adjustment, and very often the counsel is as good a business man as his clients. A knowledge of law has, therefore, within the last thirty years, become the side-arms of certain classes of the captains of industry. Every good business man knows a good deal of law. Specialism has split it up into a half-dozen or more divisions, and a lawyer who is now able to master more than one sort of practice is a genius. The profession has lost nearly all of its old æsthetic, ostentatious attractions. The civil law pays a practitioner so much more than the criminal law does, that it attracts the ablest men. Juries and courts no longer care for eloquence. Yes, law is business, and if the young man wants to practise it, the sooner he makes up his mind to do so with an eye single to some particular branch of it, the better lawyer will he become."

The twelfth annual general meeting of the Solicitors' Law Stationery Society (Limited) was held on Thursday, the 14th inst., at the Society's Office, 22, Chancery-lane, Mr. Richard Pennington in the chair. The report stated that the profit of the year was £1,300 11s. The directors recommended a dividend at the rate of six per cent. per annum, and placing of £300 to reserve.

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | EMERGENCY ROTA. | APPEAL COURT No. 2. | Mr. Justice KEKEWICH. | Mr. Justice BYRNE. |
|---|---|---|---|---|
| Monday, April ..... 1 | Mr. Greswell | Mr. Pemberton | Mr. Beal | Mr. Carrington |
| Tuesday ..... 2 | King | Jackson | Pugh | Lavie |
| Wednesday ..... 3 | Farmer | Pemberton | Beal | Carrington |
| Thursday ..... 4 | Leach | Jackson | Pugh | Lavie |

| Date. | Mr. Justice COZENS-HARDY. | Mr. Justice FARWELL. | Mr. Justice BUCKLEY. | Mr. Justice JOYCE. |
|---|---|---|---|---|
| Monday, April ..... 1 | Mr. King | Mr. Church | Mr. Leach | Mr. Jackson |
| Tuesday ..... 2 | Farmer | Greswell | Godfrey | Pemberton |
| Wednesday ..... 3 | King | Church | Leach | Lavie |
| Thursday ..... 4 | Farmer | Greswell | Godfrey | Carrington |

The Easter Vacation will commence on Friday, the 5th day of April, and terminate on Tuesday, the 9th day of April, 1901, both days inclusive.

# THE PROPERTY MART.

## SALES OF THE ENSUING WEEK.

April 3.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2: The Dartnell Park Estate at Byfleet, comprising 44 acres of Freehold Building Land. Solicitors, Messrs. Goddard Stanton, & Hudson, London. (See advertisement, this week, p. 5.)

April 4.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To a Moiety of a Trust Fund of over £5,000 on Mortgage and Cash; lady aged 67, provided gentleman aged 30 survives her; with policy. Solicitor, Grantham R. Dodd, Esq., London.

To £10,000; lady aged 54. Solicitors, Messrs. Huntington & Leaf, London.

To One-fifth of a Trust Fund, value £15,871, Colonial and Government Stock; lady aged 61. Solicitors, Messrs. Kitsons, Mackenzie, & Heat Torquay.

To £1,000 of a Trust Estate; lady aged 64 and gentleman aged 65. Solicitors, Messrs. St Barbé Sladen & Wing, London.

To One-third of a Trust Estate, value £12,400, in Mortgage Securities, &c.; lady aged 73. Solicitors, Messrs. Hensman & Marshall, London.

POLICIES:

For £6,000. Solicitors, Messrs. Thorowgood, Tabor, & Hardcastle, London.

For £1,000. Solicitor, Wellington Taylor, Esq., London.

For £1,000.

SHARES. Solicitor, Robert Todd, Esq., London.

(See advertisements, this week, back page.)

## RESULTS OF SALE.

Messrs. MOORE sold, at the Mart, on Thursday, Two Leaseholds in Camden-grove North, Peckham, for £600; a Shop in Ponder's End, £325; a Residence in Cannhall-road, Leytonstone, £480; Twelve Freeholds in Red Lion-street, Kingsland, £3,800; a Freehold in Dane-place Old Ford, £395; Three Freeholds in Dean-street, St George's, £8 0; Three Freeholds in the rear, £515; Six Houses in Rosher-road, Stratford, £930; a Pawnbroker's Shop in Cable-street, St. George's, £510; several short Leaseholds in the same district, £1,670. Result of sale £10,000.

# WINDING UP NOTICES.

*London Gazette.*—FRIDAY, March 22.

## JOINT STOCK COMPANIES.

### LIMITED IN CHANCERY.

EAST COAST STEAM TRAWLING CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims to Peter Bates, jun. St. Andrew's Dock, Hull. Walker & Colbeck, Hull, solors to liquidators

FERRY BRICK CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Edwin Paynter Steeds, 20, Friar lane, Leicester

HERMETICALLY SEALED JAR SYNDICATE, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to John Hammill, Bank chmbrs, Hardshaw st, St Helens. Oppenheim & Malkin, solors to liquidator

HILTON, ANDERSON, BROOKS, & Co, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur Miall, 23 St Switvin's lane

INDUSTRIALS AND GENERAL AGENCY, LIMITED—Petn for winding up, presented March 20, directed to be heard on April 3. Griffith-Williams, 124, Chancery lane, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 2

JOHN YATES & SONS, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to John William Garratt, Waterloo st, Birmingham. Saunders & Co, Birmingham, solors to liquidator

SIDNEY RICHARDSON & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to Thomas James Tonks, 1, Dudley rd, Wolverhampton

TRENCH TUBELESS TYRE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to W. Freire-Marreco, 1, Clement's inn

UNITED SERVICE ASSOCIATION, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to James Eastwood Meadowcroft, 6 Moorgate st

WILLIAM ALLAN & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to J. T. C. Bolam, 52, John st, Sunderland

### UNLIMITED IN CHANCERY.

SOUTH OF ENGLAND REVERSIONARY INTEREST ASSOCIATION—Petn for winding up, presented March 15, directed to be heard on April 17. Cameron & Co, Gresham House, Old Broad st, for Robins & Co, Southampton, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 16

*London Gazette.*—TUESDAY, March 26.

## JOINT STOCK COMPANIES.

### LIMITED IN CHANCERY.

BLAINA IRON AND TINPLATE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to William Davis Royal Metal Exchange, Swansea. Le Brasseur & Bowen, Newport, Mon, solors to liquidator

ECLECTIC MANUFACTURING CO, LIMITED—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to T. Barker Gibson, Alexandra rd, Wimbledon. Voules & Welch, 84, Bishopsgate st Within, solors for liquidator

EMPIRE STEEL CASK CO, LIMITED—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to George Crowther, 10, East parade, Leeds. Wormald & Atkinson, Leeds, solors to the liquidator

RED HILL (W A) GOLD SYNDICATE, LIMITED—Petn for winding up, presented March 22, directed to be heard April 3. Tarry & Co, 17 Serjeant's inn, Fleet street, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in afternoon of April 2

SEPTIMUS PARSONAGE & Co, LIMITED—Petn for winding up, presented March 21, directed to be heard on April 3. Myers, 3, South sq, Gray's inn, solor for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 2

WELSH WRITING SLATE MANUFACTURING CO, LIMITED—Petn for winding up, presented March 21, directed to be heard on April 3. Cleaver & Co, 36, North John st, Liverpool, solors for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon on April 2



# CREDITORS' NOTICES.

## UNDER 22 & 23 VICT. CAP. 35.

### LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, March 19.

BELCHER, THOMAS HENRY, Cardiff, Solicitor April 14 David & Evans, Cardiff

BLYTH, HENRY ARTHUR, Portland pl, Wine Merchant May 1 Saxton & Morgan, Somerset st, Portman sq

BULT, FANNY ALICE VALE Chelsea April 22 Seattle & Morris, Sloane sq

BUNBURY, ELLEN ELIZABETH, Eaton sq April 10 E W & V Knocker Dover

CARTER, LOUISA JONES, Eastbourne April 15 Morgan & Co, Old Broad st

CHARLESWORTH, JAMES, Hanley, Staffs April 20 Challinors, Hanley

CROSSLEY, WILLIAM, Dukinfield, Chester, Spindle and Flyer Manufacturer May 1 Clayton & Son Ashton under Lyne

DANIELS, THOMAS CHARLES EDWARD, Conway, Carnarvon, Schoolmaster April 15 Porter & Amphlett, Conway

DARLINGTON, JOHN SHAW Wigan, Solicitor April 26 Darlington & Sons, Wigan

DAY, JOHN ROBERT, Liverpool, Chemist April 30 Cornish & Gardner, Liverpool

DAY, WILLIAM Sheffield, Pig Dealer April 30 Howe, Sheffield

FAULKNER, RICHARD, Stretford, Lancs, Cashier May 6 Talient-Bateman & Thwaites, Manchester

FINCH, EDWARD HARLEE, East Grinstead May 1 Budd & Co, Bedford row

GIBBONS, ELIZABETH Liscard, Chester May 1 Ayrton & Co, Liverpool

GLENDENNING, JOHN DORAN, Liverpool, Cocoa Room Manager April 19 Evans & Co, Liverpool

GODDARD ELIZABETH, Orchard st, Portman sq May 1 Herbert, Burlington gdns

GODFREE HARRIETT, Brighton March 30 Godfree, Brighton

HALSTED MARIA Brighton March 30 Godfree, Brighton

HARDACRE, JOSEPH, Stone Allerton, Somerset, Yeoman April 23 March, Axbridge, Somerset

HILL ANNE, Holland Park March 31 Lithgow, Wimpole st

HODGKINS, WILLIAM, Ogley Hay, Staffs, Farmer May 1 Russell, Lichfield

HUBBARD JOHN REED, Kingston-on-Thames, Licensed Victualler April 18 Richards & Co, Portman sq

JONES, CHARLES LEWIS, Liverpool, Shipbroker April 30 Quiggin & Bros, Liverpool

KENT, THOMAS OSLER, Little Abington, Cambridge, Farmer April 7 Ellison & Co, Cambridge

KIDD, JOHN WILLIAM, Lincoln, Chartered Accountant April 19 Tweed & Co, Lincoln

LACEY, SARAH ANN, Birmingham April 11 Price, Birmingham

LANGDON, ROBERT, Stogursey, Somerset March 31 Bishop Bridgwater

MCDOUGALL, WILLIAM EDWARD, Kingston upon Hull, Labourer April 20 Brown & Son Gt Grimsby

MILLER, KATE, Liverpool April 4 Reed & Brown, Liverpool

NELSON, THOMAS, Burnham Thorpe Norton, Durham May 1 Hunton & Watson, Stockton on Tees

NICHOLLS, WALTER JAMES, Kingsland rd, Surgeon's Instrument Manufacturer April 16 Martin & Co, King st, Cheapside

REDSHAW, SAMUEL, Bethnal Green April 14 Archer & Son, Commercial rd, East

ROBERTS, FRANCIS ALEXANDER RANDAL CRANER, DD Blackburn May 1 Trower & Co New sq, Lincoln's inn

ROLFE ROBERT, Streatham, Surrey Clock Manufacturer April 11 Rolfe, Brixton Hill

ROSE, JAMES, Leamington Spa May 4 Hadley & Co, Warwick

SCOTT, MARTHA ANN, Birkenhead April 14 Hosking, Birkenhead

SHAW, ESTHER Healey, Lancs April 20 Chadwick, Rochdale

SHERVEY, PHOEBE, Latcham Somerset April 23 March, Axbridge, Somerset

SHIELD, FRANCIS, Wymondham, Leicester, Glazier April 16 Oldham & Marsh, Melton Mowbray

SHUFFLEBOTHAM, RALPH, Macclesfield Forest, Chester, Yeoman April 13 Mair & Blunt Macclesfield

SPEKE, BENJAMIN DICKINSON, Penhoe, Devon April 30 J & S P Pope, Exeter

TODD, WILLIAM, Ecoup Yorks, Yeoman April 20 Bowling & Sons, Leeds

TUCKER WILLIAM, Borough, Surrey April 15 Mellor & Coleman, London Wall av

WALPOLE The Hon LAURA SOPHIA FRANCIS, Richmond April 30 Dawson & Co, Lincoln's inn

WRIGHT, HENRY THOMPSON, Kew May 1 Pilley & Mitchell, Bedford row

*London Gazette.*—FRIDAY, March 22.

AXBRIDGE, WILLIAM HANDLEY, Sackville st, Piccadilly, Commission Agent May 1 Milne, Kendal

ASTE, FRANK WILLIAM, South Norwood, Solicitor April 20 Holmes & Son, Clements la

ATKINSON, MARY ANN, Halifax May 6 England & Co, Halifax

BAKER, JOSEPH, Wolverhampton April 20 Kettle & Co, Wolverhampton

BENNETT, GEORGE, Rotherham Yorks May 13 Oxley & Coward, Rotherham

BENNETT, RICHARD, Huyton, nr Liverpool April 13 Read & Brown, Liverpool

BOWEN JOSEPH HENRY, Ramsgate April 30 Brook, Huddersfield

BRISCO, SARAH, Hastings May 1 Young & Co, Poultry

CADDY JANE, Muncaster, Cumberland May 1 Brocklebank & Co, Whitehaven

CLOSE FARNHAM HIDLEY, Horsham Sussex May 10 Baker & Co, Old Broad st

COLLYER CLAUDINE, Woodford Bridge, Essex April 27 Dean, Clement's inn, Strand

DERBY, CAROLINE ELIZA, Winchester April 20 Leach, Winchester

DOBBY, ABRAHAM, Killinghall, Yorks Grocer April 5 Gilling Harrogate

DOGWRA, MARY JESUP, Kelvedon Essex May 11 Beaumont & Son Coggeshall, Essex

DUFFIELD, MARGARET Edgware rd May 1 Beyfus & Beyfus, Lincoln's inn fields

ELLARD, JOSEPH, Lincoln, Licensed Victualler April 22 Tweed & Co, Lincoln

FLEMING, JOHN, Sheffield, Tobacconist April 16 Neal, Sheffield

FISH, WILLIAM, Southampton May 1 Robins & Co, Southampton

GAITSKELL, Major-General FREDERICK, CB, Torquay May 1 Hooper & Wollen Torquay

GILBERT-COOPER, Major-General EDWARD MACALISTER, Eastbourne May 20 Campbell & Co, Warwick st, Regent st
GRAZEBROOK, MARIAN, Maidenhead, Berks April 13 Moore & Co, Maidenhead
GREENAWAY, ANN HOOPER, Hurstmonceaux, Sussex May 1 Pollard, Cannon st
GWILLIAM, WILLIAM Cheltenham, Brewer's Traveller May 1 Griffiths & Co, Cheltenham
HALDANE, GEORGE Wakefield, Farmer April 8 Eleanor Haldane, Wakefield
HAMPSON, WILLIAM, Dukinfield, Chester, Slater April 23 Hibbert, Hyde
HARGREAVES, JOHN, Cheltenham May 7 Wilson & Co, Preston
HARTMANN, ANTHONY Beckenham, Kent, Restaurant Keeper May 4 Savidge, Walbrook
HEWETSON EMMA, Buckfastleigh Devon April 30 Carr & Co, High Holborn
HILLYER, REUBEN, Kingston on Thames, Whitesmith April 16 Pearce & Aldridge, Lyment's inn, Strand
HOARE, EDWARD THOMAS Chilworth, Hants April 23 Stenning & Co, Tonbridge
HOBSON, MATTHEW JOHN, Finghall, Yorks, Corn Miller May 13 W & E H Foster, Leeds
HOZ, OTTO, Russell sq, Trimming Merchant July 1 Holmes, King st Cheapside
INGRAM JAMES GEORGE, Upper Norwood, India Rubber Manufacturer April 20 Foord, Philpot ln
KIRBY, THOMAS, Bromley April 22 Willett & Latter, Bromley
LITSTER, GEORGE, Longsight, nr Manchester April 30 Tucker & Co, Manchester
LLOYD, GEORGE EVAN, Aldershot May 3 Pennington & Son, Lincoln's inn fields
LOADER, AMELIA HARRIET, Christchurch, New Zealand May 1 Blyth & Co, Gresham house
MARCH, JOHN FRANK, New inn passage Strand, Tin Can Maker April 12 Bore, Finsbury pavement
MAYCOCK, BERNARD JOSEPH, Birmingham, Solicitor May 4 Balden & Son, Birmingham
MEDWORTH, ANN, Leicester April 22 Stevenson & son, Leicester
NORTH, WALTER MEYRICK, Merthyr Tydfil, Glam, Stipendiary Magistrate April 19 Lewis & Jones, Merthyr Tydfil
OSBALDESTON, GEORGE PINDEY, Ealing April 27 Hilder, Jermyn street
PALMER, JAMES HULBERT, Upper Basildon, Berks, Carpenter April 16 B & J C Pinniger, Newbury
PINDER, JOHN, Tankersley, Yorks April 15 Newman & Bond, Barnsley
POVAH, ALFRED, South Kensington May 1 Greenbank, West Hampstead
PRICE, WILLIAM, Birmingham, Chemist April 16 Burman & Rigby, Birmingham
PRITCHARD, MARY ANNE DAMPIER, Tunbridge Wells May 15 Woolley, Gt Winchester st
ROGERS, BENJAMIN, Bootle, Lancs, Cab Proprietor May 1 Monkhouse, Liverpool
SANDON, CHARLES, Savile row, Tailor May 1 Grenside, Gt George st
WALTERS, TRYPHENA, Clay Cross, Derby April 8 Slack & Co, Clay Cross
WILKINSON, NEWTON Loudwater, Bucks May 3 Woodbridge & Sons, 7, New sq
WILSON, SPENCER, Bath April 22 Gibbs, Bath

*London Gazette.*—TUESDAY, March 26.

ANNESLEY, SAYERS, South Hornsey, Clerk May 14 Sugden & Harford, Ironmonger ln
BEELEY EDMUND, East Retford, Notts May 18 Mee & Co, Retford
BULLOCK, WILLIAM MELLET, Hackney May 1 Fladgate & Co, Craig's ct, Charing cross
BURTON, JOHN ROBERT, Minerva Hall, nr Wrexham May 1 James & James, Wrexham
BUSHBY, GEORGE WILLIAM, Brighton April 20 Goodman, Brighton
CAVE, ANNE MILLAR, Leeds April 16 Ward & Sons, Leeds
CHATTERTON, JAMES ISAAC, Sheffield, Insurance Agency Inspector May 4 Rodgers & Co, Sheffield
DE STERE, SOPHIA Viscountess, Queen's gate April 30 Right Hon Lord Wandsworth, Gt Stanhope st
DUGGAN, JOHN VAUGHAN, Pendleton, Manchester April 19 Easton, Leominster
EARLE ELIZABETH Exeter April 24 Thomas, Exeter
EVERITT, MARIA, Bickley, Kent April 30 Sanders & Parish, Birmingham
GANGE, MIDGLEY, Rochdale May 1 Brierley & Hudson, Rochdale
GARDNER, EULALIE EMILY AGG, Chelsea April 22 Gedge & Co, Gt George st, Westminster
GOUGH, JESSE, Bury St Edmunds, Maltster April 30 Salmon & Sons, Bury St Edmunds
GREEN, MARY ELLEN FREUSANNAH, Walmer, Kent May 1 White & Co Whitehall pl
HARBIDGE, CLARA, Ryde, I of W May 1 Leslie & Hardy, Bedford row
HARRIS, THEODORE, Torquay May 11 Newton and Calcott, Leighton Buzzard, Beds
HATHERELL, HANNAH EMILY, Little Sodbury, Glos April 27 Trenfield, Chipping Sodbury
HIGSON, MARTHA, Swinton, Milliner May 1 Knight & Lomax, Manchester
HILTON, CLARA Birmingham April 21 Chinn, Birmingham
HOOPER, ELIZABETH PERRY, Helland, Cornwall April 26 Edyvean, Bodmin
HUNT, MARY ANN, Harborne April 21 Chinn, Birmingham
INSTONE, JOHN, Bolas, nr Wellington, Salop, Farmer April 22 Griffiths, Bedford row
JACKSON, ELIZABETH, Corinne rd, Tufnell Park May 9 Adshead, Strand
JACKSON, JAMES, Oldham, Cotton Spinner April 30 Tweedale & Co, Oldham
LAKEY, JOHN, Weymouth May 11 Andrews & Co, Weymouth
LINNELL, JAMES, Nottingham, Machinist May 6 Stocker, Nottingham
LOCKETT, WILLIAM, Eccles, nr Manchester, Professor of Music May 7 Doyle, Manchester
MACDONALD, Major-General JOHN COLLINS, St Quintin av, N Kensington April 25 Maddisons, Old Jewry
MARTIN, GEORGE BEST, Handsworth, Engineer April 21 Chinn, Birmingham
MAUDSLEY, RAMONA, Hastings May 13 Unett & Co, Birmingham
MEDLICOTT, ELIZABETH CULYER, St Leonard's on Sea April 30 Lewis & Pain, Dover
MITSCHKE, AMBROSE, West Hartlepool, Jeweller April 20 Bunting, West Hartlepool
ROBINSON, THOMAS Tatenhill, Staffs May 1 Small & Talbot, Burton on Trent
ROUSE, JOSEPH, Bradford, Broker April 27 Banks & Co, Bradford
RUGG, BARON ALFRED, Wood Green, Surgeon May 8 Barnard & Taylor, Lincoln's inn fields
SCHOFIELD, MARY, Hollinwood, Lancs April 27 Fletcher, Ashton under Lyne
SWEETLAND, JOHN PARK, Devonshire pl, Marylebone, Solicitor April 24 Taylor, Lincoln's inn fields
THORNTON, SIDNEY, Hull May 1 Witchell & Sons, Stroud
THOMPSON, GEORGE RUTTER, New Hunstanton, Norfolk April 20 Ward, King's Lynn
TOZER, MARY JANE, Devonport April 27 Gard, Devonport
WALKER HARRY SAMUEL REYNOLDS, Harlesden May 1 Hare & Co, Temple chmbrs
WEST, HENRY, Newcastle upon Tyne April 23 Griffith & Co, Newcastle upon Tyne
WILSON, JOHN, West Boldon, Butcher April 23 Smith, South Shields
WRIGHT, GEORGE, Henley on Thames, Brewer's Manager May 1 Mercer & Blaker, Henley on Thames

## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, March 22.

### RECEIVING ORDERS.

ALEXANDER, HERBERT, Leeds, Engineer Leeds Pet March 18 Ord March 18
ALEXANDER & Co, Cannon st, Engineers High Court Pet March 2 Ord March 19
AVERY, CHARLES, King's Norton, Worcester, Hay Dealer Birmingham Pet March 20 Ord March 20
AYTOUN ROGER SINCLAIR, South Kensington High Court Pet March 19 Ord March 19
BARNARD, ERNEST ASHER, Kilburn, House Furnisher High Court Pet March 19 Ord March 19
BARNETT, DAVID, Birmingham, Manager of a Company Birmingham Pet March 9 Ord March 20
BERNSTOCK, HYMAN, Southsea, Woollen Draper Portsmouth Pet March 18 Ord March 18
BERTSCHINGER, ELIZABETH HESTER, Oxford st, Tailor High Court Pet Feb 24 Ord March 19
BUNCE JOHN EDWARDS, Halifax, Electrical Fittings Manager Halifax Pet March 18 Ord March 18
BURGESS, FRANK, Manchester, Cloth Agent Manchester Pet March 20 Ord March 20
CARTMAN, WILLIAM HENRY, Nelson, Lancs Bradford Pet March 18 Ord March 18
CONWAY, THOMAS, Manchester Manchester Pet March 2 Ord March 18
FULLWOOD, WILLIAM, Chingford, Essex, Engineer Edmonton Pet March 18 Ord March 18
GROCOTT, THOMAS, Fenton, Staffs Stoke upon Trent Pet March 18 Ord March 18
HAYNE, WILLIAM ROBERT, St. John's Wood, Dining Room Proprietor High Court Pet March 18 Ord March 18
HOWARD, W G, Plymouth, Tobacconist Plymouth Pet March 13 Ord March 19
HOWELLS, THOMAS, Bridgend, Glam, Butcher Cardiff Pet March 18 Ord March 18
HYDE, ROBERT BOYLE, and THOMAS MASH, Philpot ln, Drug Merchants High Court Pet March 18 Ord March 18
KENT, THOMAS RAMSEY, Blackfriars rd, Chemist High Court Pet March 1 Ord March 20
KNIGHT, JOHN, Alcester, Warwicks Licensed Victualler Warwick Pet March 20 Ord March 20
LORD, EDWARD, Rochdale, Lancs, Miller Bolton Pet March 20 Ord March 20
LYCER, HARRY, Bradford, Packing Case Manufacturer Bradford Pet March 20 Ord March 20
MCBRYDE HENRY ALLEN, Teignmouth, Devon, Licensed Victualler Exeter Pet March 19 Ord March 19
MCPHERSON, DUNCAN ST. VINCENT, and JOHN GLEN, Wood st, Clothiers High Court Pet March 19 Ord March 19
MALCOLMSON, EDWARD, Chipping Camp, Lancs Blackburn Pet Nov 28 Ord March 18
MASON, THOMAS, Sutton on Hull, Yorks, Labourer Kingston upon Hull Pet March 19 Ord March 19
MORGAN, DAVID, Newport, Grocer Newport, Mon Pet March 20 Ord March 20
MOORHEAD, JAMES, Cardiff, Shipping Agent Cardiff Pet March 6 Ord March 18
MORRIS, EDWARD, Llangollen, Denbighs Wrexham Pet March 9 Ord March 19
MURPHY, THOMAS, Nelson, Lancs, Physician Burnley Pet March 18 Ord March 18
NEWTON, CHARLOTTE ANNE EMILY, Newmarket, Suffolk, Farmer Cambridge Pet March 18 Ord March 18
NUTTER, JOSEPH, Brighton, Flour Factor High Court Pet March 19 Ord March 19
PRIOR JOHN, Uxbridge, Milk Vendor Windsor Pet March 2 Ord March 16
REMNANT, PERCY WATERLAND, Lincoln's inn fields, Solicitor High Court Pet Jan 5 Ord March 20
RHODES, ELIZABETH, Morley, Yorks, House Furnisher Dewsbury Pet March 18 Ord March 18
ROMAN, R L, Lombard st, Metallurgist High Court Pet Dec 12 Ord March 18
RULER STEPHEN, Cottingham, Yorks Kingston upon Hull Pet March 18 Ord March 18
RUSSELL, JAMES, Dudley, Worcester Stourbridge Pet March 1 Ord March 15
SAMUELS, ROSA, East Ham, Essex, Draper High Court Pet Feb 13 Ord March 18
SCAIFE, MARY, Liverpool, Lodging house Keeper Liverpool Pet Feb 25 Ord March 20
SCOTT, PETER, Liverpool, Stevedore Liverpool Pet March 2 Ord March 18
SELBY, ALBERT HENRY, Swindon, Builder Swindon Pet March 18 Ord March 18
SKILLING & GREEN, Manchester, Newspaper Proprietors Manchester Pet Feb 1 Ord March 18
TONKIN, FREDERICK, Blue Anchor, Cornwall, Innkeeper Truro Pet March 18 Ord March 18
TOYNE HERBERT, Harworth, Nottingham, Joiner Sheffield Pet March 18 Ord March 18
TUBBY, EDWARD, Higham, nr Padiham, Lancs, Labourer Burnley Pet March 19 Ord March 19
TURNER, HANNAH Newcastle on Tyne, Greengrocer Newcastle on Tyne Pet March 19 Ord March 19
VARNEY, HARRY Belvedere, Builder Rochester Pet March 6 Ord March 18
VAUGHAN, WILLIAM HENRY, Cinderford, Glos, Butcher's Manager Newport, Mon Pet March 18 Ord March 18
WAINWRIGHT, ERNEST ARTHUR, West Didsbury, nr Manchester, Financial Agent Manchester Pet March 20 Ord March 20
WEBB, GEORGE JOHN, Birmingham, Manufacturer of Electro Plate Birmingham Pet March 18 Ord March 18
WILDE, ERNEST WILLIAM, York, Fruit Preserver York Pet March 19 Ord March 19
WILLIAMS, THOMAS, Pennington Leigh, Lancs, Labourer Bolton Pet March 18 Ord March 18
WILKINSON, MARIAN, Goole, Yorks, Draper Wakefield Pet March 19 Ord March 19
WILSON, FRANK EDWARD, West Norwood, Traveller High Court Pet March 19 Ord March 19
WILSON THOMAS, Barrow in Furness, Fruit Dealer Barrow in Furness Pet March 18 Ord March 18
WOOD, JOHN FRANCIS, Birmingham, Tinplate Worker Birmingham Pet March 20 Ord March 20

Amended notice substituted for that published in the London Gazette of March 8:

ROTHWELL, EDWIN ALFRED, Ramsey, I of M, Managing Director Manchester Pet Jan 26 Ord March 6

### FIRST MEETINGS.

ANDREWS, WILFRID I, Brighton, Builder March 29 at 11 Off Rec, 4 Pavilion bldgs, Brighton
ANDREWS, WILLIAM GEORGE, Croydon April 1 at 11.30 24, Railway app, London Bridge
AYTOUN ROGER SINCLAIR, South Kensington March 29 at 2.30 Bankruptcy bldgs, Carey st
BARNARD, ERNEST ASHER, Kilburn, House Furnisher April 1 at 11 Bankruptcy bldgs, Carey st
BERNSTOCK, HYMAN, Southsea, Woollen Draper March 29 at 3 Off Rec, Cambridge junc, High st, Portsmouth
BETTS, EDWIN RICHARD, Acton, Builder March 29 at 12 Off Rec, 95, Temple chmbrs, Temple av
BRADDOCK, JOSEPH KIRBY, Marple, Draper March 29 at 11 Off Rec, County chmbrs, Market pl, Stockport
BRIGGS, LAVINIA, Bradford, Dress maker March 29 at 11 Off Rec, 31, Manor row, Bradford
BROUGH, FRANCES, and JOHN HENRY BROUGH, Matlock Bank Derbys, Printers April 2 at 3 Off Rec, 47, Full st, Derby
COHEN, CHARLES, Croydon, Auctioneer March 29 at 11.30 24, Railway app, London Bridge
COOKE, WILLIAM ARCHIBALD, Cheltenham, Jeweller March 30 at 3.15 County Court, Cheltenham
COOPER, JAMES, and WILLIAM HENRY COOPER, Manchester, Shroud Manufacturers April 2 at 3 Off Rec, Byrom st, Manchester
DAVIES, JOHN RHYSTED, Llanrhystud, Cardigans, Provision Merchant April 2 at 12 Bankruptcy bldgs, Carey st
DICK LENNARD EDWARD, Paignton, Devon March 29 at 11 6, Athenæum ter, Plymouth
EDWARDS WILLIAM OSBERT, Carlisle, Solicitor April 1 at 3 Off Rec, 34, Fisher st, Carlisle
FEWSTER, ROBERT, Langley on Tyne, Farmer March 29 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
GIBELL, A, Frith st, Soho, Tailor April 3 at 12 Bankruptcy bldgs, Carey st
HAWKINS JOHN WILLIAMS, Wooburn Green, Buckingham, Builder March 29 at 3 Bankruptcy bldgs, Carey st
HILLS, CHARLES POAT, East Cowes, I of W, Yacht Builder April 1 at 11 Off Rec, 19, Quay st, Newport, I of W
HINCHLIFFE, GEORGE ALLEN, Honley, nr Huddersfield, Commission Agent March 29 at 11 Off Rec, 19, John William st, Huddersfield
HOBBS, PHILIP, Kingston on Thames April 3 at 2.30 Bankruptcy bldgs, Carey st
JEFFERSON, JOHN, Worthing, Fruiterer March 29 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
MCPHERSON, DUNCAN ST. VINCENT, and JOHN GLEN, Wood st, Clothiers April 2 at 12 Bankruptcy bldgs, Carey st
MADDOCK, MARY ANN, Southport, Spinster April 4 at 10.30 Off Rec, 35 Victoria st, Liverpool
MATTHEWS, JOHN, Nantwich, Builder April 1 at 3 Royal Hotel, Crewe
PICKFORD, JAMES, Sutton, nr Macclesfield, Silk Dyer March 30 at 11 Off Rec, 23, King Edward st, Macclesfield
QUINTON, BENJAMIN JOHN, Norwich, Fruiterer March 30 at 12.30 Off Rec, 8, King st, Norwich
ROBINSON, THOMAS, Burton on Trent, Boot Dealer March 29 at 12 Off Rec, 47, Full st, Derby
RULER, STEPHEN, Cottingham, Yorks March 29 at 11 Off Rec, Trinity House ln, Hull
RYE, ROBERT, Southgate rd, Wheelwright April 3 at 11 Bankruptcy bldgs, Carey st
SANDERSON, JOSEPH, Ruthwaite, Cumberland, Farmer April 1 at 12 Off Rec, 34, Fisher st, Carlisle
SCHULZ, GEORGE EUGENE, Bow, Enquiry Agent April 3 at 12 Bankruptcy bldgs, Carey st
SKEWES, HENRY, Camborne, Cornwall, Builder April 2 at 12 Off Rec, Boscawen st, Truro
SPARKS, ARTHUR MATTHEWS, Caroline st, Camden Town, Builder March 29 at 12 Bankruptcy bldgs, Carey st
STANGROOM WALTER, Norwich, General Dealer March 30 at 12 Off Rec, 8, King st, Norwich
TONKIN, FREDERICK, Blue Anchor, Cornwall, Innkeeper April 2 at 12.30 Off Rec, Boscawen st, Truro
VARNEY, HARRY, Belvedere, Kent, Builder April 1 at 12.15 115, High st, Rochester
WADEY, JANE, Billingshurst, Sussex, Builder March 29 at 12 Off Rec, 4, Pavilion bldgs, Brighton

WARBURTON, WILLIAM, Marple, Cheshire. Boot Dealer March 29 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

WILDE, ERNEST WILLIAM. York, Fruit Preserver April 1 at 12.15 Off Rec, 24, Stonegate, York

WILLIAMS, THOMAS, Pennington, Leigh, Lancs, Labourer April 1 at 3 Off Rec, Exchange st, Bolton

WOODHEAD, ERNEST EDWIN, Gray's inn sq, Solicitor March 29 at 11 Bankruptcy bldgs, Carey st

Amended notice substituted for that published in the London Gazette of March 15:

BECK, HERBERT, Haymarket March 25 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANDREWS, WILLIAM GEORGE, Croydon Croydon Pet March 14 Ord March 19

BERNARD, ERNEST ASHER, Kilburn, House Furnisher High Court Pet March 19 Ord March 19

BERNSTOCK, HYMAN, Southsea, Hants, Woollen Draper Portsmouth Pet March 18 Ord March 18

BUNCE, JOHN EDWARDS, Halifax Halifax Pet March 18 Ord March 18

BURGESS, FRANK, Manchester, Cloth Agent Manchester Pet March 20 Ord March 20

BURNSIDE, FREDERICK LEOPOLD, Basinghall st, Accountant High Court Pet Feb 8 Ord March 18

BUSBRIDGE, ALFRED GURNEY, Gravesend High Court Pet Feb 11 Ord March 18

CARTMAN, WILLIAM HENRY, Nelson, Lancs Bradford Pet March 18 Ord March 18

COHEN, CHARLES, Croydon, Auctioneer Croydon Pet Feb 12 Ord March 16

CONWAY, THOMAS, Manchester Manchester Pet March 2 Ord March 20

DAWSON, GEORGE ALFRED, Ipswich, Boot Dealer Ipswich Pet Feb 20 Ord March 20

EVANS, FAITHFUL THOMAS VOICE, Liverpool, General Broker Liverpool Pet Feb 28 Ord March 19

FEWSTER, ROBERT, Langley on Tyne, Farmer Newcastle on Tyne Pet Feb 27 Ord March 16

FORD, WILLIAM FREDERICK, Henley on Thames, Grocer Reading Pet Feb 25 Ord March 18

GREENBERG, ALBERT ISAAC, Birmingham, Electrical Engineer Birmingham Pet March 12 Ord March 18

GROCOTT, THOMAS. Fenton, Staffs Stoke upon Trent Pet March 18 Ord March 18

HAYNE WILLIAM ROBERT, st John's Wood, Dining Room Proprietor High Court Pet March 18 Ord March 18

JAMES, WINDSOR OWEN, Haverfordwest, Mineral Water Manufacturer Pembroke Dock Pet Feb 23 Ord March 16

KALL, EDMUND, Leadenhall st, General Merchant High Court Pet March 11 Ord March 20

KNIGHT, JOHN, Alcester, Warwicks, Licensed Victualler Warwick Pet March 20 Ord March 20

LORD, EDWARD, Norden, nr Rochdale, Miller Bolton Pet March 20 Ord March 20

LOWES, JOHN, Blackpool, Builders' Merchant Preston Pet Feb 27 Ord March 20

LYGER, HARRY, Bradford, Packing case Manufacturer Bradford Pet March 20 Ord March 20

MACKEY, JAMES, Saltaire, Yorks Bradford Pet Feb 14 Ord March 19

MACVEAN, D. Broad st House High Court Pet Nov 20 Ord March 20

MADDOCK, MARY ANN, Southport, Lancs Liverpool Pet Jan 28 Ord March 20

MASON, THOMAS. Holderness, Yorks, Labourer Kingston upon Hull Pet March 19 Ord March 19

MORRIS, EDWARD, Glyntraian, Llangollen, Denbighs Wrexham Pet March 19 Ord March 19

MURPHY, THOMAS. Nelson, Lancs, Physician Burnley Pet March 18 Ord March 18

NEWTON, CHARLOTTE ANNE EMILY, Newmarket, Suffolk, Farmer Cambridge Pet March 18 Ord March 18

NICHOLLS, ALICE MAUD, Bromley, Corn Merchant Croydon Pet Feb 1 Ord Feb 25

PARKER, GEORGE ARTHUR, Watford, Licensed Victualler St Albans Pet Feb 14 Ord March 19

PICK, EDWARD, Bristol, Tailor Bristol Pet March 1 Ord March 19

PRIOR, JOHN, Uxbridge, Milk Vendor Windsor Pet March 2 Ord March 19

RHODES, ELIZABETH, Leeds, House Furnisher Dewsbury Pet March 18 Ord March 18

RULER, STEPHEN, Cottingham, Yorks Kingston upon Hull Pet March 18 Ord March 18

RUSSELL, JAMES Dudley, Worcester Stourbridge Pet March 1 Ord March 20

SELBY, ALBERT HENRY, Swindon, Builder Swindon Pet March 18 Ord March 18

SMITH, SIDNEY HERBERT, Bristol, Butcher Bristol Pet March 15 Ord March 18

TONKIN, FREDERICK, Blue Anchor, Cornwall, Innkeeper Truro Pet March 18 Ord March 18

TOYNE HERBERT, Harworth, Nottingham, Joiner Sheffield Pet March 16 Ord March 18

TUBBY, EDWARD, Higham, nr Padiham, Labourer Burnley Pet March 19 Ord March 19

TURNER, HANNAH, Newcastle on Tyne, Provision Dealer Newcastle on Tyne Pet March 19 Ord March 20

VAUGHAN, WILLIAM HENRY, Cinderford, Glos, Butcher's Manager Newport, Mon Pet March 18 Ord March 18

WAINWRIGHT, ERNEST ARTHUR, West Didsbury, near Manchester Financial Agent Manchester Pet March 20 Ord March 20

WILDE, ERNEST WILLIAM, York, Fruit Preserver York Pet March 19 Ord March 19

WILKINSON, MARION, Goole, Yorks, Draper Wakefield Pet March 19 Ord March 19

WILLIAMS, THOMAS, Pennington, Leigh, Lancs, Labourer Bolton Pet March 18 Ord March 18

WILLIAMS, THOMAS HOWELL, Bristol, Traveller Leicester Pet Feb 7 Ord March 16

WILSON, THOMAS, Barrow in Furness, Fruit Dealer Barrow in Furness Pet March 18 Ord March 19

*London Gazette.*—TUESDAY, March 26.

RECEIVING ORDERS.

AMBLER, WILLIAM, Sheffield, Builder Sheffield Pet Feb 27 Ord March 21

AUCKLAND, CHARLES ROBERT, Lichfield, Staffs, Cycle Manufacturer Walsall Pet March 4 Ord March 20

BAGE, THOMAS, Bingley, Yorks, Plumber Bradford Pet March 21 Ord March 21

BEATSON, CLARK High Barnet, Laundry Proprietor Barnet Pet March 14 Ord March 14

BORRILL, GEORGE, Keelby, Lincs, Cattle Dealer Gt Grimsby Pet March 21 Ord March 21

CATTELL, E E, Manchester, Furniture Dealer Manchester Pet March 9 Ord March 22

DOBING, JOHN, Stockton on Tees Blacksmith Stockton on Tees Pet March 20 Ord March 20

DODSON, WILLIAM, Bradford, Tobacconist Bradford Pet March 21 Ord March 21

EVANS, WILLIAM REDFERN, Rhos on Sea, Denbigh, Builder Bangor Pet March 7 Ord March 22

EVISON, JOHN, Halifax, Grocer Halifax Pet March 20 Ord March 20

FEARE WILLIAM HERBERT, Northampton, Stationer Northampton Pet March 21 Ord March 21

FRENCH, WILLIAM, Harlow, Essex Hertford Pet Dec 18 Ord March 20

FUSSEY, ARTHUR, Middlesborough, Ironmonger Middlesborough Pet Dec 18 Ord Jan 16

GIBBENS, WILLIAM CORNELIUS, Ramsgate, Smackowner Canterbury Pet March 23 Ord March 23

GOULDSTONE, WILLIAM Bridington, Yorks, French Polisher Scarborough Pet March 23 Ord March 23

HADLEY, STEPHEN, Bermondsey High Court Pet Feb 28 Ord March 22

HARRINGTON, ARTHUR, Oxford st, Licensed Victualler High Court Pet March 22 Ord March 22

HOWARD, ROBERT, Oldham, Licensed Victualler Oldham Pet March 21 Ord March 21

HOWELL, THOMAS JAMES, Southampton, Builder Southampton Pet March 21 Ord March 21

LEDGER, CHARLES, Bermondsey, Carman High Court Pet March 23 Ord March 23

MCCULLOCH, ROBERT LESLIE, Bradford, Herbalist Bradford Pet March 20 Ord March 20

MESSENGER, JAMES HENRY, Hampstead, Builder High Court Pet March 22 Ord March 22

MOSS, ARTHUR, Crewe, General Dealer Crewe Pet March 21 Ord March 21

NEEDHAM, JOSEPH, Rochdale, Licensed Victualler Rochdale Pet March 22 Ord March 22

PEACOCK, ROBERT, Deighton, Yorks, Joiner Northallerton Pet March 22 Ord March 22

PICKETT, SAMUEL BALLARD, Checkendon, Oxford, Farmer Oxford Pet March 21 Ord March 21

ROBERTS, EVAN EDWARD, Morriston, Swansea, Grocer Swansea Pet March 21 Ord March 21

ROBSON, HENRY HERBERT, Waterloo, Lancs, Commercial Clerk Liverpool Pet Feb 19 Ord March 22

RUTTLE EDWARD WATKINS, Manchester, Stationer Manchester Pet March 21 Ord March 21

SHAW, HENRY, Nottingham, Draper Nottingham Pet March 23 Ord March 23

SPENCER, HARRY, Wickersley, nr Rotherham, York Blacksmith Sheffield Pet March 21 Ord March 21

STANLEY, WILLIAM, Marden, Blacksmith Maidstone Pet March 20 Ord March 20

STEPHENS, EDWIN, Ealing, Hotel Keeper Brentford Pet Jan 30 Ord March 22

TATE, JOHN WILLIAM, Morley, Grocer Dewsbury Pet March 22 Ord March 22

TAYLOR, ARTHUR, Leeds, Pork Butcher's Manager Leeds Pet March 20 Ord March 20

TAYLOR, JOHN ANDREW, Wallsend, Northumberland, Assistant Clothier Newcastle on Tyne Pet March 21 Ord March 21

THOMPSON, ALBERT, Leicester, Beerhouse Keeper Leicester Pet March 23 Ord March 23

THORLEY, JOHN EVANS, Birmingham Birmingham Pet March 21 Ord March 23

THORNE, JAMES, Blakeney, Glos, Bootmaker Gloucester Pet March 23 Ord March 23

THORPE, ERNEST HOLLAND, Ilfracombe, Boot Dealer Barnstaple Pet March 21 Ord March 21

TURNER, THOMAS, Balham Wandsworth Pet March 2 Ord March 21

WALLIS, ARTHUR EDWARD, Luton, Bedford, Merchant Luton Pet March 21 Ord March 21

WATSON, WILLIAM THOMAS OSBORNE, Sunderland, Grocer Sunderland Pet March 21 Ord March 21

WEBB, WALTER JOSEPH, Porchester, Hants, Confectioner Portsmouth Pet March 23 Ord March 23

WILLIAMS, EVAN, Castle Ditch, Carnarvon, Stationer Bangor Pet March 21 Ord March 21

WOODCOCK, JOHN, Canterbury, Nurseryman Canterbury Pet March 22 Ord March 22

WYATT, GEORGE, Stoke Newington, Brewer High Court Pet Feb 28 Ord March 21

Amended notice substituted for that published in the London Gazette of March 22:

SKILLING, WILLIAM and JOHN SHAW GREEN, Manchester, Newspaper Proprietors Manchester Pet Feb 1 Ord March 18

FIRST MEETINGS.

BAGE, THOMAS, Bingley, Yorks Plumber April 4 at 11 Off Rec 31, Manor row, Bradford

BERISCHINGER, ELIZABETH HESTER, Oxford st, Tailor April 3 at 2.30 Bankruptcy bldgs Carey st

BREEZE, WILLIAM, Leicester April 2 at 12.30 Off Rec, 1, Berridge st, Leicester

BRIDGMAN, CHRISTOPHER VICKERY, Anderton, Cornwall, Solicitor April 10 at 11.30 Off Rec, 6, Athenæum ter, Plymouth

BUNCE, JOHN EDWARDS, Halifax, Electrical Fittings Manager April 3 at 3 Off Rec, Townhall chmbrs, Halifax

CARTMAN, WILLIAM HENRY, Nelson, Lancs April 2 at 11 Off Rec, 31, Manor row Bradford

CIMA, JOHN STEPHEN, Bristol, Restaurateur April 3 at 12 10 Off Rec Baldwin st, Bristol

CONWAY, THOMAS, Manchester April 4 at 2.45 Off Rec, Byrom st, Manchester

CORT, JOHN GILES DENISON, Blackburn, Physician April 2 at 11 County Court house, Blackburn

COTTRELL, CHARLES, Moseley, Worcester, Commission Agent April 3 at 11 174, Corporation st, Birmingham

DALTON, MICHAEL Blackburn, Butcher April 2 at 10.30 County Court house, Blackburn

DOBING, JOHN, Stockton on Tees, Blacksmith April 3 at 3 Off Rec, 8, Albert rd, Middlesborough

DODSON, WILLIAM, Bradford, Tobacconist April 4 at 11.30 Off Rec, 31, Manor row, Bradford

EDMONDS, JOHN WILLIAM Frome, Somerset, Butcher April 3 at 12 Off Rec, Baldwin st, Bristol

EVANS, JOHN, Newtown, Ebbw Vale, Mon, Grocer April 2 at 3 135, High st, Merthyr Tydfil

EVISON, JOHN, Halifax, Grocer April 3 at 3.30 Off Rec, Town Hall chmbrs, Halifax

FARMER, WILLIAM, Leicester, Box Manufacturer April 3 at 12 30 Off Rec 1, Berridge st, Leicester

FORD, WILLIAM FREDERICK, Henley on Thames, Grocer April 4 at 3 Bankruptcy bldgs, Carey st

FOWLER, GEORGE, Richmond, Builder April 2 at 1.30 24, Railway app, London Bridge

GREENBERG, ALBERT ISAAC, Birmingham, Electrical Engineer April 3 at 12 174, Corporation st, Birmingham

HINDLE, THOMAS, Morecambe, Labourer April 2 at 3 Off Rec, 14, Chapel st, Preston

HOWELL, THOMAS JAMES, Southampton, Builder April 4 at 3 15 Off Rec, 172, High st, Southampton

HOWELLS, THOMAS, Bridgend, Glam, Butcher April 4 at 12.30 117, St Mary st, Cardiff

JEPHSON, GEORGE, Sheffield, Journeyman Blacksmith April 4 at 12 Off Rec, Figtree lane, Sheffield

JONES, DAVID, Blaenau Festiniog, Mericnetha, Quarryman April 17 at 1.15 County Police Station, Blaenau Festiniog

KEELING, WALTER HENRY, Birmingham, Hardware Dealer April 4 at 11 174, Corporation st, Birmingham

KNIGHT, JOHN, Alcester, Warwicks, Licensed Victualler April 2 at 11 Off Rec, 17, Hertford st, Coventry

LORD, EDWARD, Heywood, Lancs, Miller April 3 at 3 Off Rec, Exchange st, Bolton

LYGHE, HARRY, Bradford, Packing Case Manufacturer April 2 at 11.30 Off Rec, 31, Manor row, Bradford

MCBRYDE, HENRY ALLEN, Teignmouth, Licensed Victualler April 2 at 11 The Castle, Exeter

MCCARTHY, MICHAEL, Manchester, Provision Dealer April 3 at 3 30 Off Rec, Byrom st, Manchester

MCCULLOCH, ROBERT LESLIE, Bradford, Herbalist April 3 at 11 Off Rec, 31, Manor row, Bradford

MASON, THOMAS, Holderness, Yorks, Labourer April 2 at 11 Off Rec, Trinity House in, Hull

NOBLE, WALTER ERNEST, Eccles April 3 at 3 Off Rec, Byrom st, Manchester

PARKER, GEORGE ARTHUR, Watford, Licensed Victualler, April 2 at 12 Room 86, Temple chmbrs, Temple av

PICK, EDWARD, Bristol, Tailor April 3 at 11.30 Off Rec, Baldwin st, Bristol

PRIOR, JOHN, Uxbridge, Milk Vendor April 10 at 12 95, Temple chmbrs, Temple av

RHODES, ELIZABETH, Leeds, House Furnisher April 4 at 3 30 Off Rec, Bank chmbrs, Batley

RHODES, ENOS Leeds April 4 at 4 Off Rec, Bank chmbrs, Batley

SCOTT, WILLIAM, Hereford, Fancy Goods Dealer April 3 at 2 30 2, Off st, Hereford

SKILLING, WILLIAM, and JOHN SHAW GREEN, Manchester, Newspaper Proprietors April 2 at 2 30 Off Rec, Byrom st, Manchester

SMITH, SIDNEY HERBERT, Bristol, Butcher April 3 at 11.45 Off Rec, Baldwin st, Bristol

STANLEY, WILLIAM, Marden, Kent, Blacksmith April 17 at 11 9, King st, Maidstone

TAYLOR, JOHN ANDREW, Wallsend, Northumberland, Assistant Clothier April 3 at 3 Off Rec, 30, Mosley st, Newcastle on Tyne

TAYLOR, ARTHUR, Leeds, Pork Butcher's Manager April 2 at 11 Off Rec, 22, Park row, Leeds

TAYLOR, WILLIAM, Salford, Lancs, Cattle Agent

THOMAS, ROBERT, Old Trafford, nr Manchester, Builder April 3 at 2.30 Off Rec, Byrom st, Manchester

THOMAS, WILLIAM, Willenhall, Staffs, Chemist April 3 at 10 Off Rec, Wolverhampton

TOYNE, HERBERT, Harworth, Notts, Joiner April 4 at 12.30 Off Rec, Figtree ln, Sheffield

TURNER, HANNAH, Newcastle on Tyne, Provision Dealer April 2 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

TURTLE, MAY ALICE, Anerley, General Draper April 4 at 11.30 24, Railway ap, London Bridge

TWISE, HORACE BUTLER, Wrexham, Denbigh, Grocer April 3 at 12 Clerk's chambers, Eastgate row, Chester

WADEMAN, WILLIAM, Morecambe, Mineral Water Manufacturer April 3 at 2.30 Off Rec, 14, Chapel st, Preston

WAINWRIGHT, ERNEST ARTHUR, West Didsbury, nr Manchester April 4 at 3 Off Rec, Byrom st, Manchester

WARNER, POWELL, Finsbury circus, Solicitor April 2 at 2 30 Bankruptcy bldgs, Carey st

WAYWELL, GEORGE Newton le Willows, Lancs, Licensed Victualler April 4 at 2.30 Off Rec, Byrom st, Manchester

WILKINSON, MARION, Goole, Yorks, Draper April 2 at 11 Off Rec, 6, Bond ter, Wakefield

Amended notice substituted for that published in the London Gazette of March 19:

AKEROYD ORLANDO, Leeds, Insurance Agent March 27 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

BAGE, THOMAS, Bingley, Yorks, Plumber Bradford Pet March 21 Ord March 21

BEATSON, CLARK, High Barnet, Laundry Proprietor Barnet Pet March 14 Pet March 20

BORRILL, GEORGE, Keelby, Lincs, Cattle Dealer Grimsby Pet March 21 Ord March 21

DICK, LENNARD EDWARD, Paignton, Devon Plymouth Pet March 4 Ord March 22

DOBING, JOHN, Stockton on Tees, Blacksmith Stockton on Tees Pet March 20 Ord March 20

DODSON, WILLIAM Bradford, Tobacconist Bradford Pet March 21 Ord March 21

EVISON, JOHN, Halifax, Grocer Halifax Pet March 20 Ord March 20

FEARN, WILLIAM HERBERT, Northampton, Stationer Northampton Pet March 21 Ord March 21

FOWLER, GEORGE Richmond, Builder Wandsworth Pet Feb 28 Ord March 21

FULLWOOD, WILLIAM, Chingford, Essex, Engineer Edmonton Pet March 18 Ord March 22

GIBBENS, WILLIAM CORNELIUS, Ramsgate, Smackowner Canterbury Pet March 23 Ord March 23

GIBELLI, ANTONIO, Soho, Tailor High Court Pet March 4 Ord March 23

GOULDSTONE, WILLIAM, Bridlington, Yorks, French Polisher Scarborough Pet March 23 Ord March 23

HARRINGTON, ARTHUR, Oxford st, Licensed Victualler High Court Pet March 22 Ord March 22

HOWARD, ROBERT, Oldham, Licensed Victualler Oldham Pet March 21 Ord March 21

HOWARD W G, Plymouth, Tobacconist Plymouth Pet March 18 Ord March 22

HOWELL, THOMAS JAMES, Southampton, Builder Southampton Pet March 21 Ord March 23

KENT, THOMAS RAMSEY, Lambeth, Chemist High Court Pet March 1 Ord March 23

LEDGER CHARLES, Bermondsey, Carman High Court Pet March 23 Ord March 23

LOTHEIM, SIMON, Birmingham, Electro Plater Birmingham Pet Feb 14 Ord March 23

MCCULLOCH ROBERT LESLIE, Bradford, Herbalist Bradford Pet March 20 Ord March 20

MOSS ARTHUR, Crewe, General Dealer Nantwich and Crewe Pet March 21 Ord March 21

NEEDHAM JOSEPH Rochdale, Licensed Victualler Rochdale Pet March 22 Ord March 23

PEACOCK ROBERT, Deighton, Yorks, Joiner Northallerton Pet March 23 Ord March 22

PICKETT, SAMUEL BALLARD, Checkendon, Oxford, Farmer Oxford Pet March 21 Ord March 21

ROBERTS, EVAN EDWARD, Morriston, Swansea, Grocer Swansea Pet March 21 Ord March 21

SHAW, BENET, Bulwell, Nottingham, Draper Nottingham Pet March 23 Ord March 23

SMITH, WILLIAM ALFRED, Dorset sq High Court Pet Jan 22 Ord March 22

SPENCER HARRY, Wickersley, nr Rotherham, Joiner Sheffield Pet March 21 Ord March 21

STANLEY, WILLIAM Marden, Kent, Blacksmith Maidstone Pet March 20 Ord March 20

TATE, JOHN WILLIAM, Morley, Yorks, Grocer Dewsbury Pet March 22 Ord March 22

TAYLOR ARTHUR, Leeds, Pork Butcher's Manager Leeds Pet March 20 Ord March 20

THORNE, JAMES, Blakeney, Glos, Bootmaker Gloucester Pet March 23 Ord March 23

THORPE, ERNEST HOLLAND, Ilfracombe, Boot Dealer Barnstaple Pet March 21 Ord March 23

TOLLER, EDWARD CHARLES, Regent st, Accordion Pleating Manufacturer High Court Pet Feb 27 Ord March 23

TRUEFITT HAROLD PATRICK, H M Prison, Pentonville High Court Pet Jan 22 Ord March 21

WALLACE, JOHN, Gracechurch st High Court Pet Feb 7 Ord March 23

WATSON WILLIAM THOMAS OSBORNE, Sunderland, Grocer Sunderland Pet March 21 Ord March 21

WILLIAMS, EVAN, Castle Ditch, Carnarvon, Stationer Bangor Pet March 21 Ord March 21

WOODCOCK, JOHN, Canterbury, Nurseryman Canterbury Pet March 22 Ord March 22

*All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.*

*Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.*



## THEATRES.

AVENUE.
TO-DAY, at 8.0 and 8.45, A MESSAGE FROM MARS: Mr. Charles Hawtrey, Messrs. Arthur Williams, G. S. Titheradge, Nye Chart, Graham, E. W. Tarver, Widdecombe, Lyston, Lyle, L. Grossmith; Miss Bella Pateman, Miss Hilda Hanbury, Miss Lydia Rachel, Miss Olive Bashford, Miss Emily Spiller, Miss Sinclair, Miss Jessie Bateman. At 8.0, A PREVIOUS ENGAGEMENT.

COMEDY.
THIS EVENING, at 8, RICHARD THE SECOND: Messrs. Asche, Ainley, Asman, Benson, Brydone, Clarence, Fitzgerald, Hamlett, Hadleigh, Herbert, Machen, Mansfield, Nicholson, Rodney, Sweete, Sherrard, Tonge, Wix, Whitby, Waldron, Williams; Misses Braithwaite, Clement, Chester, King, Noble, Saumarez.

DALY'S.
THIS EVENING, at 8.15 SAN TOY: Messrs. Huntley Wright, Fred Kaye, Colin Coop, Scott Russell, A. May, Hickman and Rutland Barrington; Mmes. Hilda Moody, Gracie Leigh, L. Collier, Morell, Seymour, Edwardine, Collette, Howell, Roche, Francis, Allen, Topsy Sinden; Florence Collingbourn, Mr. Hayden Coffin.

DUKE OF YORK'S.
Sole Lessee and Manager, Charles Frohman.
TO-DAY, at 2.30 and 8.45, THE ADVENTURE OF LADY URSULA: Messrs. Herbert Waring, Charles Fulton, George Raismond, William H. Day, J. L. Mackay, J. Welles, A. Mansfield; Mesdames Agnes Miller, Florence Hunter, and Evelyn Millard. Preceded, at 8.0 by THE YELLOW PERIL.